



# Oak Brook Park District Board Packet

July 21, 2025

We strive to provide the **very best** in **park** and **recreational opportunities, facilities,** and **open lands** for **our community.**

Family Recreation Center | 1450 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4233 | F: 630-990-8379  
Tennis Center | 1300 Forest Gate Road | Oak Brook, IL 60523-2151 | P: 630-990-4660 | F: 630-990-4818

[www.obparks.org](http://www.obparks.org)



## Agenda and Agenda Vote



**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**July 21, 2025 – 6:30 p.m.**  
**Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL
  - a. Approval by a majority of Commissioners present to allow Commissioner Ivana Ivkovic Kelley to attend the meeting by audio conference, as she was unable to physically attend because of an Emergency as provided in section I-G-1 of the Board Rules.
2. OPEN FORUM
3. CONSENT AGENDA
  - a. APPROVAL OF THE JULY 21, 2025 AGENDA
  - b. APPROVAL OF MINUTES
    - i. June 16, 2025 Regular Board Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING JUNE 30, 2025
    - i. Warrant 698
4. STAFF RECOGNITION
  - a. Lily Liburdi, Facility Manager
  - b. Chris Russell, Park Technician
5. PRESENTATIONS/PROCLAMATIONS
  - a. None
6. REPORTS
  - a. Administration and Enterprise Operations Report
  - b. Finance and Human Resources Report
  - c. Recreation and Communications Report
  - d. Parks and Facilities Report
7. UNFINISHED BUSINESS
  - a. Wizard Football Club Agreement
  - b. Ordinance 25-0721: An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1 1 Et Seq.)
  - c. Section 1.1 – Administrative Policies and Procedures Revisions
  - d. RFP for Solar PPA Provider
  - e. Ordinance 25-0722: An Ordinance Providing for Declaration of Vacancy on the Board of Park Commissioners
  - f. Section 4 – Administrative Policies and Procedures Manual, Part I
  - g. Section 4 – Administrative Policies and Procedures Manual, Part II
  - h. Section 5 – Administrative Policies and Procedures Manual





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**July 21, 2025 – 6:30 p.m.**  
**Canterberry Room**

8. NEW BUSINESS

- a. Asphalt Replacement Bid
- b. Eclipse Select Soccer Club Agreement
- c. Tennis Center Membership Fees
- d. Central Park West Rental Rates
- e. Section 6 – Administrative Policies and Procedures Manual Part I

9. BOARD OF COMMISSIONERS TO SHARE COMMUNICATIONS

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON AUGUST 18, 2025, 6:30 P.M.

11. ADJOURNMENT

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.







**AGENDA  
REGULAR MEETING OF THE OAK BROOK PARK DISTRICT  
BOARD OF COMMISSIONERS**

**July 21, 2025 – 6:30 p.m.  
Canterberry Room**

1. CALL TO ORDER THE REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF COMMISSIONERS AND CONDUCT THE ROLL CALL  
*[Call to Order the Regular Meeting of the Oak Brook Park District Board of Commissioners and ask the Recording Secretary to conduct the Roll Call.]*
  - a. Approval by a majority of Commissioners present to allow Commissioner Ivana Ivkovic Kelley to attend the meeting by audio conference, as she was unable to physically attend because of an Emergency as provided in section I-G-1 of the Board Rules.  
*[Request a Motion (and a Second) to approve Commissioner Ivana Ivkovic Kelley to attend the meeting by audio conference, as she was unable to physically attend because of an Emergency as provided in section I-G-1 of the Board Rules. Roll Call Vote...]*
2. OPEN FORUM *[Ask whether there are any Public Comments under "Open Forum." If necessary, the President may advise speakers to observe the rules set forth in Section 1.1VII B of the Rules of the Board of Park Commissioners. Refer to the "Open Forum" document.]*
3. CONSENT AGENDA  
*[Request a Motion (and a Second) to approve taking a Single Omnibus Vote on the Consent Agenda, as Presented. Roll Call Vote—VOTE MUST BE UNANIMOUS.*  
*Then ask for a Motion (and a Second) to approve the Consent Agenda, as presented. Roll Call Vote...]*
  - a. APPROVAL OF THE JULY 21, 2025 AGENDA
  - b. APPROVAL OF MINUTES
    - i. June 16, 2025 Regular Board Meeting Minutes
  - c. APPROVAL OF FINANCIAL STATEMENT ENDING JUNE 30, 2025
    - i. Warrant 698
4. STAFF RECOGNITION *[Welcome Lily Liburdi, Facility Manager, and Chris Russell, Park Technician.]*
  - a. Lily Liburdi, Facility Manager
  - b. Chris Russell, Park Technician
5. PRESENTATIONS/PROCLAMATIONS
  - a. None
6. REPORTS *[For Review and Discussion Only]*
  - a. Administration and Enterprise Operations Report
  - b. Finance and Human Resources Report
  - c. Recreation and Communications Report
  - d. Parks and Facilities Report





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**July 21, 2025 – 6:30 p.m.**  
**Canterberry Room**

7. UNFINISHED BUSINESS

- a. Wizard Football Club Agreement *[Request a Motion (and a Second) to approve the Wizard Football Club Agreement. Roll Call Vote...]*
- b. Ordinance 25-0721: An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1 1 Et Seq.) *[Request a Motion (and a Second) to approve Ordinance 25-0721: An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act. Roll Call Vote...]*
- c. Section 1.1 – Administrative Policies and Procedures Revisions Agreement *[Request a Motion (and a Second) to approve Section 1.1 – Administrative Policies and Procedures Manual Revisions. Roll Call Vote...]*
- d. RFP for Solar PPA Provider *[Request a Motion (and a Second) to accept the proposal from ForeFront Power subject to successful contract negotiations for a Power Purchase Agreement between the Oak Brook Park District and ForeFront Power. Roll Call Vote...]*
- e. Ordinance 25-0722: An Ordinance Providing for Declaration of Vacancy on the Board of Park Commissioners *[Request a Motion (and a Second) to approve Ordinance 25-0722: An Ordinance Providing for Declaration of Vacancy on the Board of Park Commissioners. Roll Call Vote...]*
- f. Section 4 – Administrative Policies and Procedures Manual, Part I *[Request a Motion (and a Second) to approve Section 4 of the Administrative Policies and Procedures Manual, Part I. Roll Call Vote...]*
- g. Section 4 – Administrative Policies and Procedures Manual, Part II *[Request a Motion (and a Second) to approve Section 4 of the Administrative Policies and Procedures Manual, Part II. Roll Call Vote...]*
- h. Section 5 – Administrative Policies and Procedures Manual *[Request a Motion (and a Second) to approve Section 5 of the Administrative Policies and Procedures Manual. Roll Call Vote...]*

8. NEW BUSINESS *[For Review and Discussion Only]*

- a. Asphalt Replacement Bid
- b. Eclipse Select Soccer Club Agreement
- c. Tennis Center Membership Fees
- d. Central Park West Rental Rates
- e. Section 6 – Administrative Policies and Procedures Manual Part I

9. BOARD OF COMMISSIONERS TO SHARE COMMUNICATIONS *[For Review and Discussion Only]*

10. THE NEXT REGULAR MEETING OF THE OAK BROOK PARK DISTRICT BOARD OF PARK COMMISSIONERS WILL BE HELD ON AUGUST 18, 2025, 6:30 P.M. *[Announce the Next Regular Meeting of the Oak Brook Park District Board of Park Commissioners will be held on August 18, 2025, 6:30 p.m.]*





**AGENDA**  
**REGULAR MEETING OF THE OAK BROOK PARK DISTRICT**  
**BOARD OF COMMISSIONERS**  
**July 21, 2025 – 6:30 p.m.**  
**Canterberry Room**

11. **ADJOURNMENT** *[Request a Motion and a Second to adjourn the July 21, 2025 Regular Meeting of the Oak Brook Park District Board of Commissioners. Voice Vote, All in Favor...]*

In accordance with the provisions of the Americans with Disabilities Act, any individual who is in need of a reasonable accommodation in order to participate in or benefit from attendance at a public meeting of the Oak Brook Park District Board of Commissioners should contact: Laure Kosey, Executive Director at 630-645-9535.



Regular Meeting Minutes  
Oak Brook District Board of Commissioners  
June 16, 2025

Note: The Minutes will be included  
after the Board Commissioners Approval at the  
July 21, 2025 Meeting.

## Financial Statement



## **General Fund**

The General Fund is used to account for all activity of the Park District, except for activity required to be accounted for in another fund. The General Fund is comprised of the following departments:

- Administration
- Finance
- Central Park North
- Central Park
- Saddlebrook Park
- Forest Glen Park
- Chillem Park
- Dean Nature Sanctuary
- Professional Services
- Information Technology
- Building- Family Recreation Center
- Central Park West

Among the major activities accounted for in this fund are field and facility rentals, resident and non-resident daily admissions, general administration and finance services, information technology services, facility maintenance services for our Family Recreation Center and Central Park West facility, and maintenance of our Central Park and other satellite parks.



**General Fund: Revenues and Expenditures Summary (Unaudited)**

Fiscal Year-to-Date Activity through June 30, 2025 and 2024

16.67% completed (2 out of 12 months)

	Fiscal Year 2025/2026- Highlighted items reflect more than 8.33% variance						FY 2025/2026 compared to FY 2024/2025- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2025 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2024/2025 YTD Actual	Actual Higher/(Lower) than 2024/2025 YTD Actual	Percent Change
<b>REVENUES</b>									
Administration	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A
Finance									
Property Taxes	1,934,447	831,006	1,043,226	N/A	1,043,226	53.9%	989,235	53,991	5.5%
Personal Prop. Repl. Taxes	157,374	-	31,180	N/A	31,180	19.8%	36,795	(5,615)	-15.3%
Investment Income	82,600	10,116	17,932	N/A	17,932	21.7%	11,959	5,973	49.9%
Other	1,250	-	-	N/A	-	0.0%	500	(500)	-100.0%
Central Park North	102,250	13,306	26,327	N/A	26,327	25.7%	18,108	8,219	45.4%
Central Park	240,300	23,660	49,034	N/A	49,034	20.4%	45,573	3,462	7.6%
Saddlebrook Park	-	-	-	N/A	-	N/A	-	-	N/A
Forest Glen Park	-	-	106	N/A	106	N/A	200	(94)	-47.2%
Chillem Park	-	-	-	N/A	-	N/A	-	-	N/A
Dean Property	-	-	-	N/A	-	N/A	-	-	N/A
Information Technology	141,992	11,824	24,148	N/A	24,148	17.0%	-	24,148	N/A
Building-Recreation Center	1,368,830	169,288	270,441	N/A	270,441	19.8%	102,255	168,186	164.5%
Central Park West	88,325	4,720	15,860	N/A	15,860	18.0%	-	15,860	N/A
<b>TOTAL REVENUES</b>	<b>\$ 4,117,368</b>	<b>\$ 1,063,921</b>	<b>\$ 1,478,253</b>	<b>\$ -</b>	<b>\$ 1,478,253</b>	<b>35.9%</b>	<b>\$ 1,204,625</b>	<b>\$ 273,628</b>	<b>22.7%</b>
<b>EXPENDITURES</b>									
Administration	\$ 371,186	\$ 26,704	\$ 30,476	\$ -	30,476	8.2%	\$ 44,633	\$ (14,156)	-31.7%
Finance	342,450	21,173	34,358	268	34,626	10.0%	33,090	1,267	3.8%
Central Park North	95,371	14,328	15,506	24,129	39,635	16.3%	20,030	(4,524)	-22.6%
Central Park	858,297	78,753	105,202	36,401	141,602	12.3%	94,018	11,184	11.9%
Saddlebrook Park	20,180	365	365	365	730	1.8%	1,403	(1,038)	-74.0%
Forest Glen Park	23,845	5,625	5,625	5,067	10,693	23.6%	4,713	912	19.3%
Chillem Park	5,879	174	174	174	349	3.0%	476	(302)	-63.4%
Dean Property	29,253	255	255	17,481	17,737	0.9%	3,618	(3,363)	-92.9%
Professional Services	31,000	-	-	3,900	3,900	0.0%	-	-	N/A
Information Technology	362,353	22,254	39,862	63,468	103,330	11.0%	44,976	(5,114)	-11.4%
Building-Recreation Center	1,281,505	96,354	143,980	140,240	284,221	11.2%	139,045	4,936	3.5%
Central Park West	74,457	3,665	5,212	22,558	27,769	7.0%	4,347	865	19.9%
<b>TOTAL EXPENDITURES</b>	<b>\$ 3,495,776</b>	<b>\$ 269,651</b>	<b>\$ 381,016</b>	<b>\$ 314,053</b>	<b>\$ 695,069</b>	<b>10.9%</b>	<b>\$ 390,350</b>	<b>\$ (9,334)</b>	<b>-2.4%</b>
<b>TRANSFERS OUT</b>	<b>\$ 475,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>N/A</b>
<b>TOTAL EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 3,970,776</b>	<b>\$ 269,651</b>	<b>\$ 381,016</b>	<b>\$ 314,053</b>	<b>\$ 695,069</b>	<b>9.6%</b>	<b>\$ 390,350</b>	<b>\$ (9,334)</b>	<b>-2.4%</b>
<b>REVENUES OVER (UNDER) EXPENDITURES AND TRANSFERS OUT</b>	<b>\$ 146,592</b>	<b>\$ 794,270</b>	<b>\$ 1,097,237</b>	<b>\$ (314,053)</b>	<b>\$ 783,185</b>	<b>748.5%</b>	<b>\$ 814,275</b>	<b>\$ 282,962</b>	<b>34.8%</b>

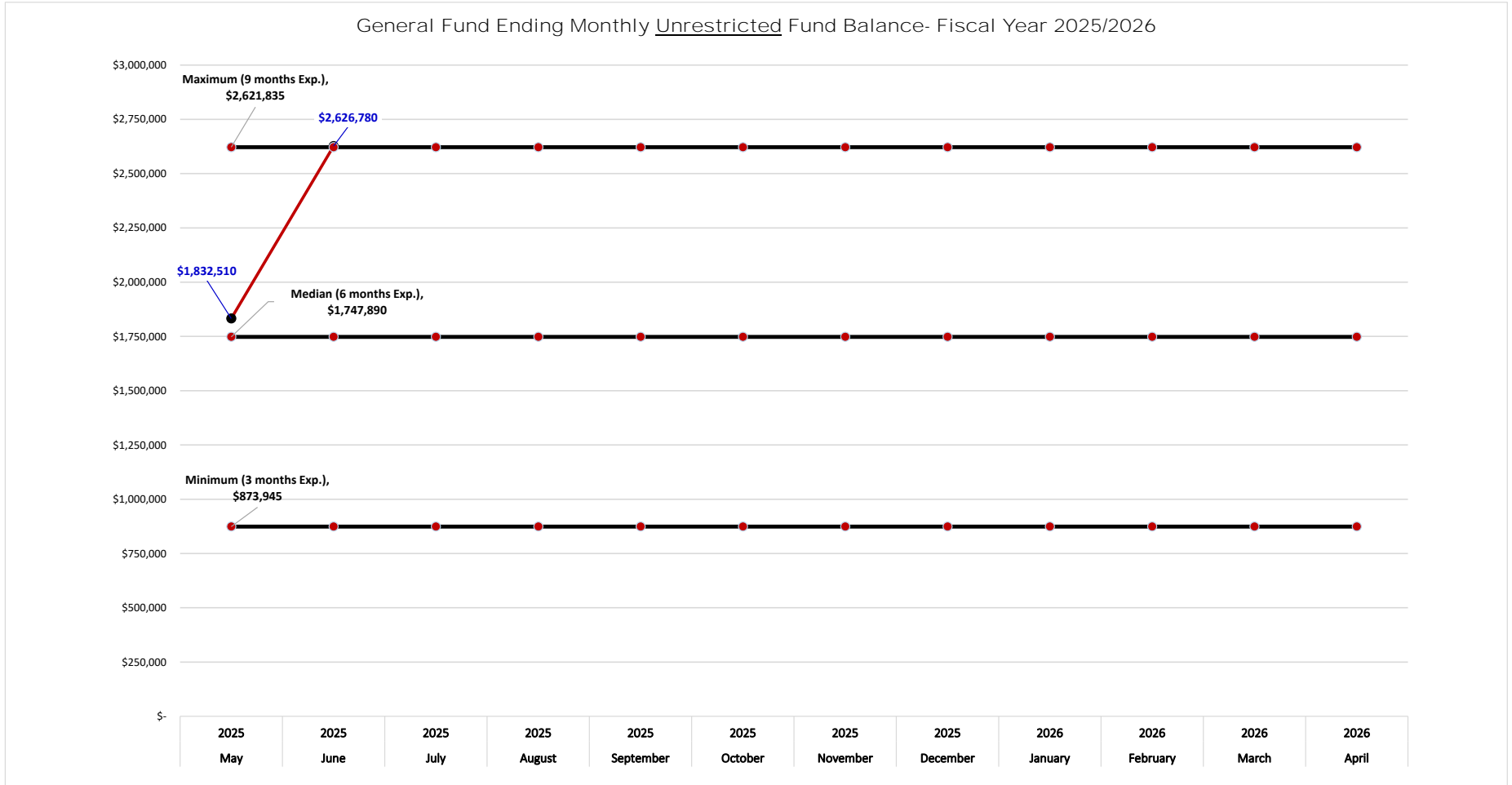
**Note 1>** Fiscal year 2025/2026 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2024/2025, the highlighted items reflect a variance of +/-10.00% or greater.

**Note 2>** Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

**Oak Brook Park District**  
**Schedule of Ending Monthly Unrestricted Fund Balance- General Fund**

Actuals- Unaudited

	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	Fiscal Y-T-D
Beginning Unrestricted	\$ 1,529,543	\$ 1,832,510											
Monthly Net Surplus/(Deficit)	302,967	794,270											\$ 1,097,237
Ending Unrestricted	\$ 1,832,510	\$ 2,626,780	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945	\$ 873,945
Median (6 months Exp.)	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890	\$ 1,747,890
Maximum (9 months Exp.)	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835	\$ 2,621,835





## **Recreation Fund**

The Recreation Fund is used to account for all recreation programming activity of the Park District; except for programming accounted for in our Tennis and Special Recreation funds. The Recreation Fund is comprised of the following departments:

- Recreation Administration
- Fitness Center
- Aquatic Center
- Aquatic Recreation Programming
- Children's Athletics
- Preschool Programs
- Youth Programs
- Adult Programs
- Pioneer Programs
- Special Events and Trips
- Marketing
- Capital Outlay

The primary focus of this fund is to account for recreational programming activities, client memberships, special events, preschool, and the marketing of these services. This fund also accounts for resources used to fund capital improvements.



**Recreation Fund: Revenues and Expenditures Summary (Unaudited)**

Fiscal Year-to-Date Activity through June 30, 2025 and 2024

16.67% completed (2 out of 12 months)

	Fiscal Year 2025/2026- Highlighted items reflect more than 8.33% variance						FY 2025/2026 compared to FY 2024/2025- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2025 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2024/2025 YTD Actual	FY 2025/2026 YTD Actual Higher/(Lower) than 2024/2025 YTD Actual	Percent Change
<b>REVENUES</b>									
<b>Administration</b>									
Property Taxes	\$ 1,350,500	\$ 580,476	\$ 728,716	N/A	\$ 728,716	54.0%	\$ 732,732	\$ (4,016)	-0.5%
Personal Prop. Repl. Taxes	49,544	-	9,816	N/A	9,816	19.8%	11,584	(1,768)	-15.3%
Investment Income	122,400	11,476	20,389	N/A	20,389	16.7%	19,056	1,333	7.0%
Other	3,000	1,201	2,000	N/A	2,000	66.7%	2,194	(195)	-8.9%
<b>Fitness Center</b>	869,615	76,550	160,491	N/A	160,491	18.5%	137,708	22,783	16.5%
<b>Aquatic Center</b>	760,254	75,245	195,869	N/A	195,869	25.8%	171,634	24,235	14.1%
<b>Aquatic Recreation Prog.</b>	567,947	40,201	137,169	N/A	137,169	24.2%	120,905	16,264	13.5%
<b>Children's Athletics</b>	533,210	8,907	80,491	N/A	80,491	15.1%	109,835	(29,343)	-26.7%
<b>Preschool Programs</b>	342,162	526	38,579	N/A	38,579	11.3%	46,243	(7,664)	-16.6%
<b>Youth Programs</b>	244,987	(2,872)	216,956	N/A	216,956	88.6%	194,400	22,556	11.6%
<b>Adult Programs</b>	142,552	7,393	32,332	N/A	32,332	22.7%	33,415	(1,083)	-3.2%
<b>Pioneer Programs</b>	59,855	6,174	18,421	N/A	18,421	30.8%	20,739	(2,318)	-11.2%
<b>Special Events and Trips</b>	114,538	5,771	54,673	N/A	54,673	47.7%	47,359	7,315	15.4%
<b>Marketing</b>	20,000	1,500	2,750	N/A	2,750	13.8%	7,845	(5,095)	-64.9%
<b>Capital Outlay</b>	-	-	-	N/A	-	N/A	-	-	N/A
<b>TOTAL REVENUES</b>	\$ 5,180,564	\$ 812,548	\$ 1,698,653	\$ -	\$ 1,698,653	32.8%	\$ 1,655,649	\$ 43,004	2.6%
<b>TRANSFERS IN</b>	\$ 150,000	\$ -	\$ -	N/A	-	0.0%	\$ -	\$ -	N/A
<b>TOTAL REVENUES &amp; TRANSFERS IN</b>	\$ 5,330,564	\$ 812,548	\$ 1,698,653	\$ -	\$ 1,698,653	31.9%	\$ 1,655,649	\$ 43,004	2.6%
<b>EXPENDITURES</b>									
<b>Administration</b>	\$ 1,252,499	\$ 100,644	\$ 176,317	\$ 70,895	\$ 247,213	14.1%	\$ 103,524	\$ 72,794	70.3%
<b>Fitness Center</b>	646,660	44,897	76,358	71,506	147,863	11.8%	41,107	35,251	85.8%
<b>Aquatic Center</b>	1,319,444	109,068	158,001	144,127	302,128	12.0%	140,395	17,606	12.5%
<b>Aquatic Recreation Prog.</b>	303,894	16,467	28,055	8,771	36,826	9.2%	28,539	(484)	-1.7%
<b>Children's Athletics</b>	369,921	5,866	10,781	25,617	36,397	2.9%	7,316	3,464	47.4%
<b>Preschool Programs</b>	291,954	8,743	24,449	1,463	25,911	8.4%	21,113	3,336	15.8%
<b>Youth Programs</b>	182,879	18,387	21,287	4,044	25,331	11.6%	22,110	(823)	-3.7%
<b>Adult Programs</b>	108,699	8,662	14,399	-	14,399	13.2%	7,880	6,519	82.7%
<b>Pioneer Programs</b>	95,588	5,115	8,622	3,270	11,892	9.0%	12,500	(3,879)	-31.0%
<b>Special Events and Trips</b>	112,779	13,189	27,296	5,662	32,957	24.2%	23,581	3,715	15.8%
<b>Marketing</b>	353,103	27,065	38,149	2,188	40,337	10.8%	37,549	599	1.6%
<b>Capital Outlay</b>	360,112	-	-	38,838	38,838	0.0%	1,239	(1,239)	-100.0%
<b>TOTAL EXPENDITURES</b>	\$ 5,397,532	\$ 358,101	\$ 583,712	\$ 376,381	\$ 960,093	10.8%	\$ 446,853	\$ 136,859	30.6%
<b>TRANSFERS OUT</b>	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	\$ -	N/A
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	\$ 5,397,532	\$ 358,101	\$ 583,712	\$ 376,381	\$ 960,093	10.8%	\$ 446,853	\$ 136,859	30.6%
<b>REVENUES &amp; TRANSFERS IN, OVER (UNDER) EXPENDITURES &amp; TRANSFERS OUT</b>	\$ (66,969)	\$ 454,447	\$ 1,114,941	\$ (376,381)	\$ 738,560	-1664.9%	\$ 1,208,796	\$ (93,855)	-7.8%

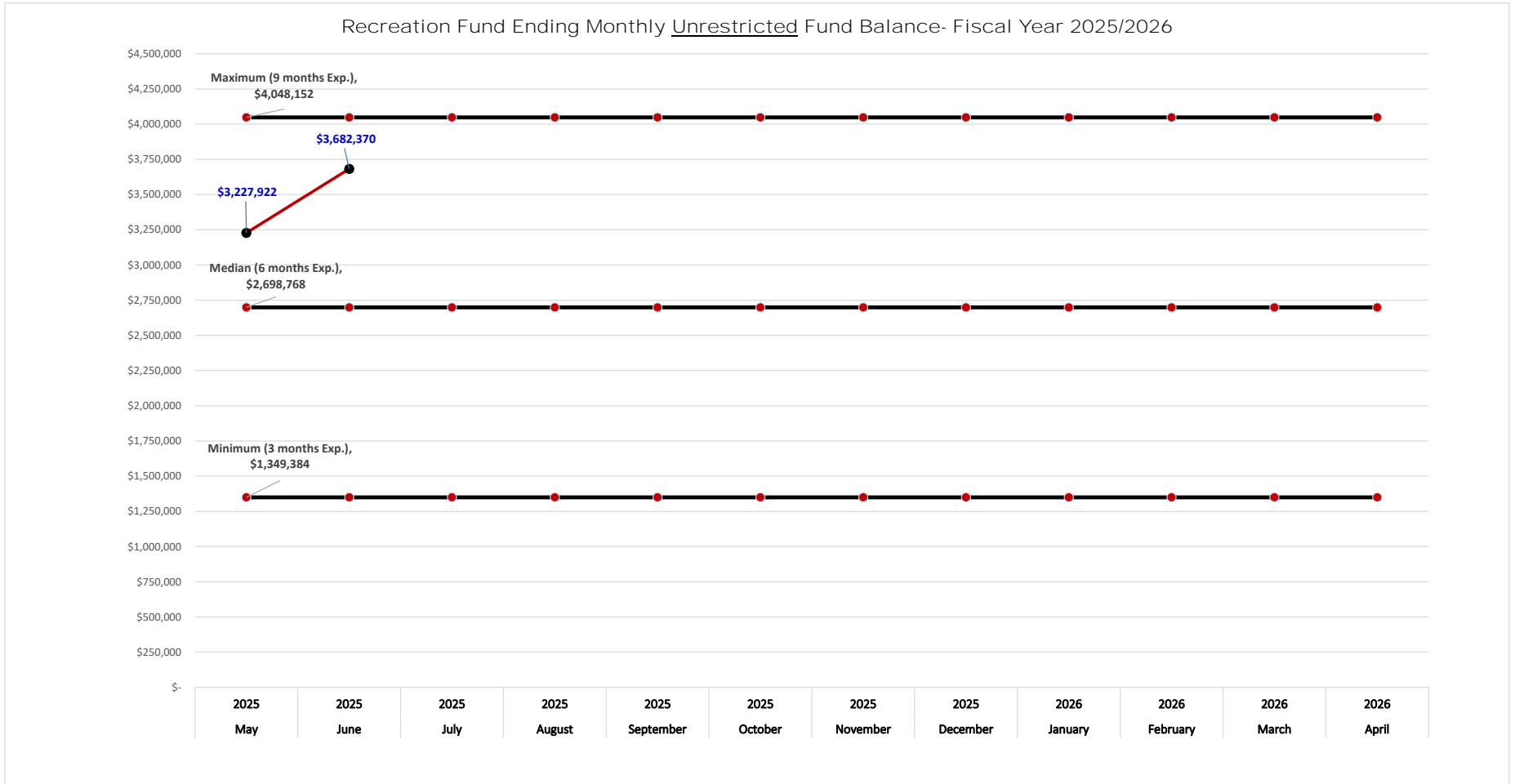
**Note 1>** Fiscal year 2025/2026 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2024/2025, the highlighted items reflect a variance of +/-10.00% or greater.

**Note 2>** Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expenditure and are used by staff to manage spending activity.

**Oak Brook Park District**  
**Schedule of Ending Monthly Unrestricted Fund Balance- Recreation Fund**

Actuals- Unaudited

	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	Fiscal Y-T-D
Beginning Unrestricted	\$ 2,567,428	\$ 3,227,922											
Monthly Net Surplus/(Deficit)	660,494	454,447											\$ 1,114,941
Ending Unrestricted	\$ 3,227,922	\$ 3,682,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



Minimum (3 months Exp.)	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384	\$ 1,349,384
Median (6 months Exp.)	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768	\$ 2,698,768
Maximum (9 months Exp.)	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152	\$ 4,048,152



## **Tennis Fund**

The Tennis Fund is used to account for the activities of our tennis center. The Tennis Fund is comprised of the following departments:

- Tennis Administration
- Building- Racquet Club
- Programs- Racquet Club
- Capital Outlay

The primary focus of this fund is to account for all tennis administration, recreational programming activities, client memberships, and special events. This fund also accounts for resources used to fund capital improvements at the tennis center.



**Tennis Center Fund (Recreational Facilities): Revenues and Expenses Summary (Unaudited)**

Fiscal Year-to-Date Activity through June 30, 2025 and 2024

16.67% completed (2 out of 12 months)

	Fiscal Year 2025/2026- Highlighted items reflect more than 8.33% variance						FY 2025/2026 compared to FY 2024/2025- Highlighted items reflect more than 10% variance		
	Original Annual Budget	June 2025 Actual	Year-To-Date (YTD) Actual	Encumbered	YTD Actual + Encumbered	YTD Actual, as a % of Original Annual Budget	Fiscal Year 2024/2025 YTD Actual	FY 2025/2026 YTD Actual Higher/(Lower) than 2024/2025 YTD Actual	Percent Change
<b>REVENUES</b>									
Administration	\$ 123,100	\$ 10,896	\$ 22,803	N/A	\$ 22,803	18.5%	\$ 23,246	\$ (444)	-1.9%
Building- Racquet Club	1,000	-	-	N/A	-	0.0%	300	(300)	-100.0%
Programs- Racquet Club	2,409,900	190,504	393,503	N/A	393,503	16.3%	540,293	(146,790)	-27.2%
<b>TOTAL REVENUES</b>	<b>\$ 2,534,000</b>	<b>\$ 201,400</b>	<b>\$ 416,305</b>	<b>\$ -</b>	<b>\$ 416,305</b>	<b>16.4%</b>	<b>\$ 563,840</b>	<b>\$ (147,534)</b>	<b>-26.2%</b>
<b>EXPENSES</b>									
Administration	\$ 922,588	\$ 66,898	\$ 107,061	\$ -	\$ 107,061	11.6%	\$ 84,964	\$ 22,097	26.0%
Building- Racquet Club	497,607	19,171	28,589	136,820	165,409	5.7%	24,143	4,446	18.4%
Programs- Racquet Club	1,011,659	59,428	100,287	1,331	101,618	9.9%	94,152	6,135	6.5%
Capital Outlay	225,000	-	-	-	-	0.0%	13,353	(13,353)	-100.0%
<b>TOTAL EXPENSES</b>	<b>\$ 2,656,853</b>	<b>\$ 145,496</b>	<b>\$ 235,936</b>	<b>\$ 138,152</b>	<b>\$ 374,088</b>	<b>8.9%</b>	<b>\$ 216,611</b>	<b>\$ 19,325</b>	<b>8.9%</b>
<b>REVENUES OVER (UNDER) EXPENSES</b>	<b>\$ (122,853)</b>	<b>\$ 55,904</b>	<b>\$ 180,369</b>	<b>\$ (138,152)</b>	<b>\$ 42,217</b>	<b>-146.8%</b>	<b>\$ 347,228</b>	<b>\$ (166,859)</b>	<b>-48.1%</b>

**Note 1>** Fiscal year 2025/2026 highlighted items reflect a variance of one month or greater (i.e. +/- 8.33%). When comparing the current fiscal year to fiscal year 2024/2025, the highlighted items reflect a variance of +/-10.00% or greater.

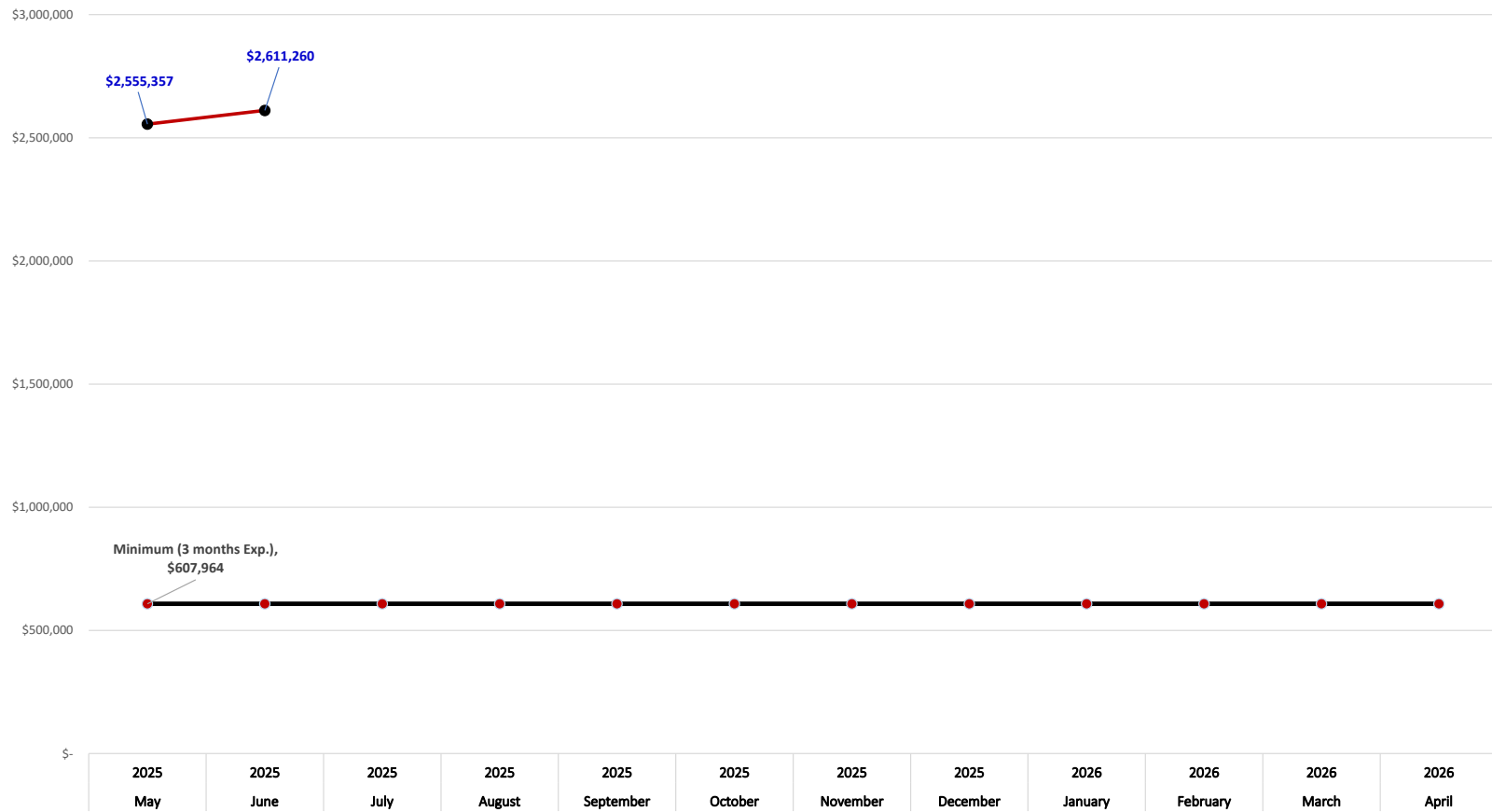
**Note 2>** Encumbered balances represent the commitment of appropriated (budgeted) funds to purchase goods and services. They set aside (encumber) appropriated funds for future expense and are used by staff to manage spending activity.

**Oak Brook Park District**  
**Schedule of Ending Monthly Unrestricted Net Position- Tennis Fund**

**Actuals- Unaudited**

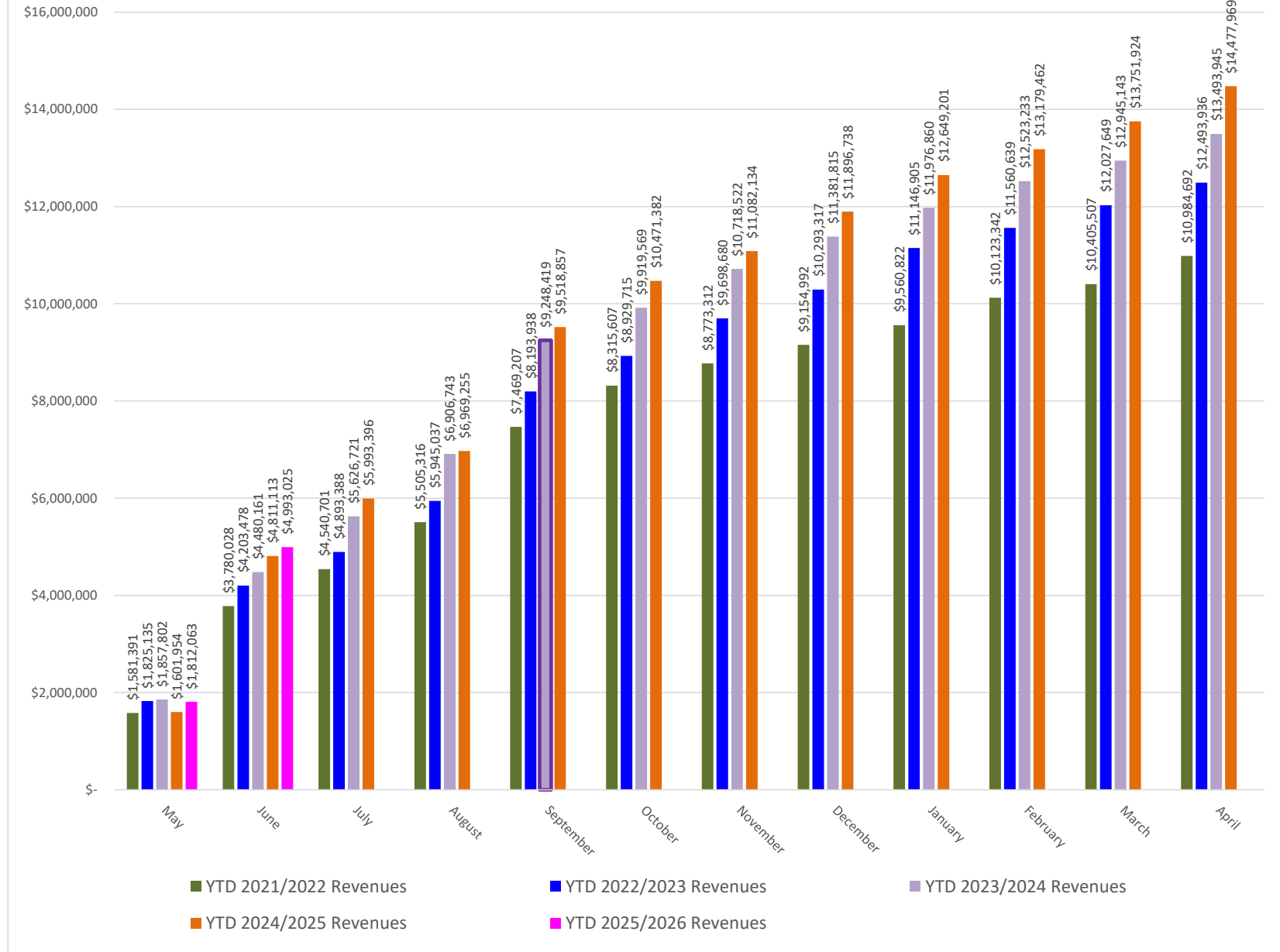
	May 2025	June 2025	July 2025	August 2025	September 2025	October 2025	November 2025	December 2025	January 2026	February 2026	March 2026	April 2026	Fiscal Y-T-D
Beginning Investment in Capital Assets	\$ 1,916,362	\$ 1,916,362											
Beginning Unrestricted	2,430,891	2,555,357											
Monthly Net Surplus/(Deficit)	124,465	55,904											\$ 180,369
Ending Investment in Capital Assets	\$ 1,916,362	\$ 1,916,362											
<b>Ending Unrestricted</b>	<b>\$ 2,555,357</b>	<b>\$ 2,611,260</b>											

Tennis Fund Monthly Ending Unrestricted Net Position- Fiscal Year 2025/2026



Minimum (3 months Exp.)	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964	\$ 607,964
Median (6 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Maximum (9 months Exp.)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

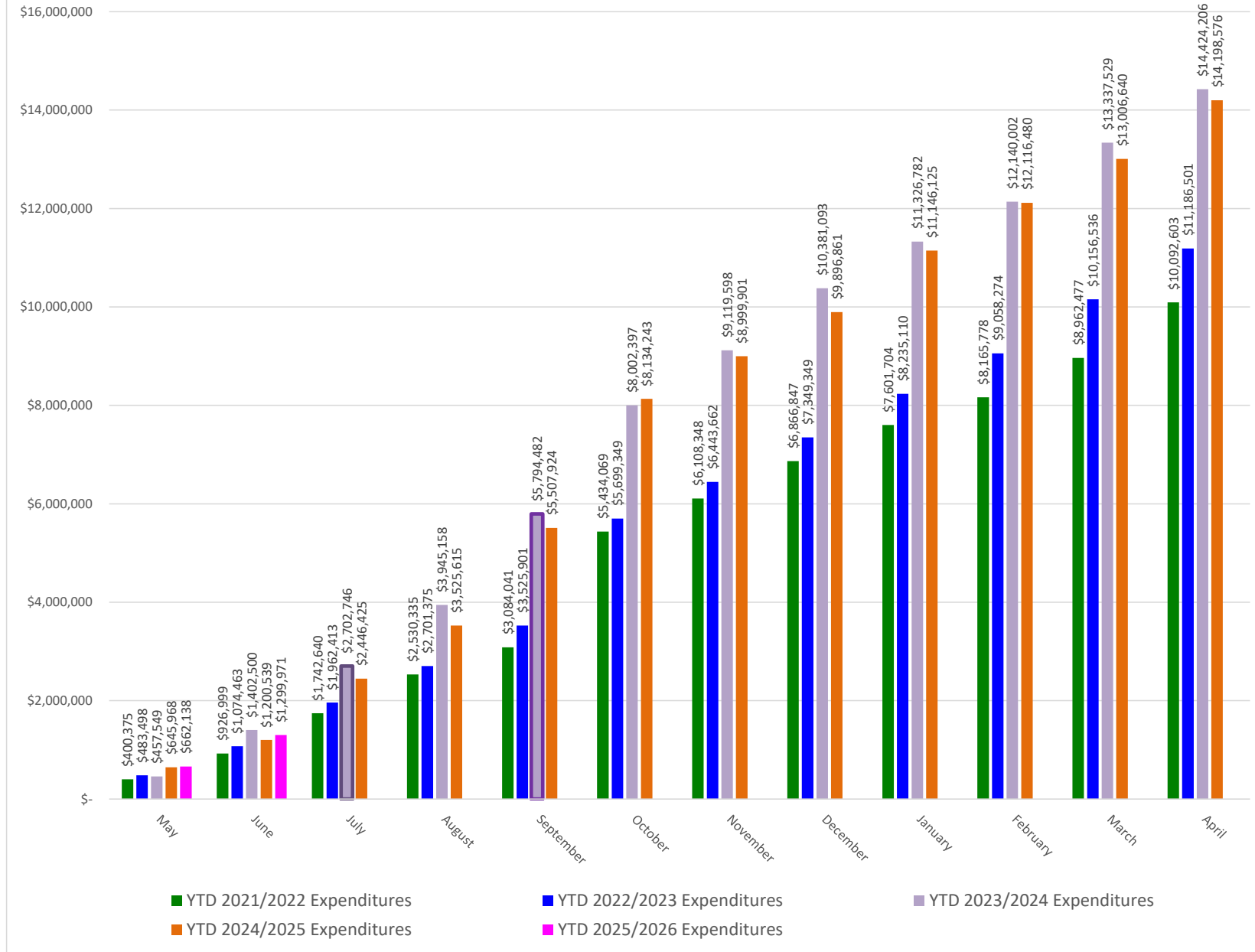
### Oak Brook Park District- Consolidated Year-to-Date Revenues (excluding transfers in)



**NOTES**

**2023/2024** The large increase in Y-T-D revenues are being primarily driven by increased programming revenues in our fitness, aquatics, children's, special events departments, as well as in group tennis programming.

### Oak Brook Park District- Consolidated Year-to-Date Expenditures/Expenses (excluding transfers out)

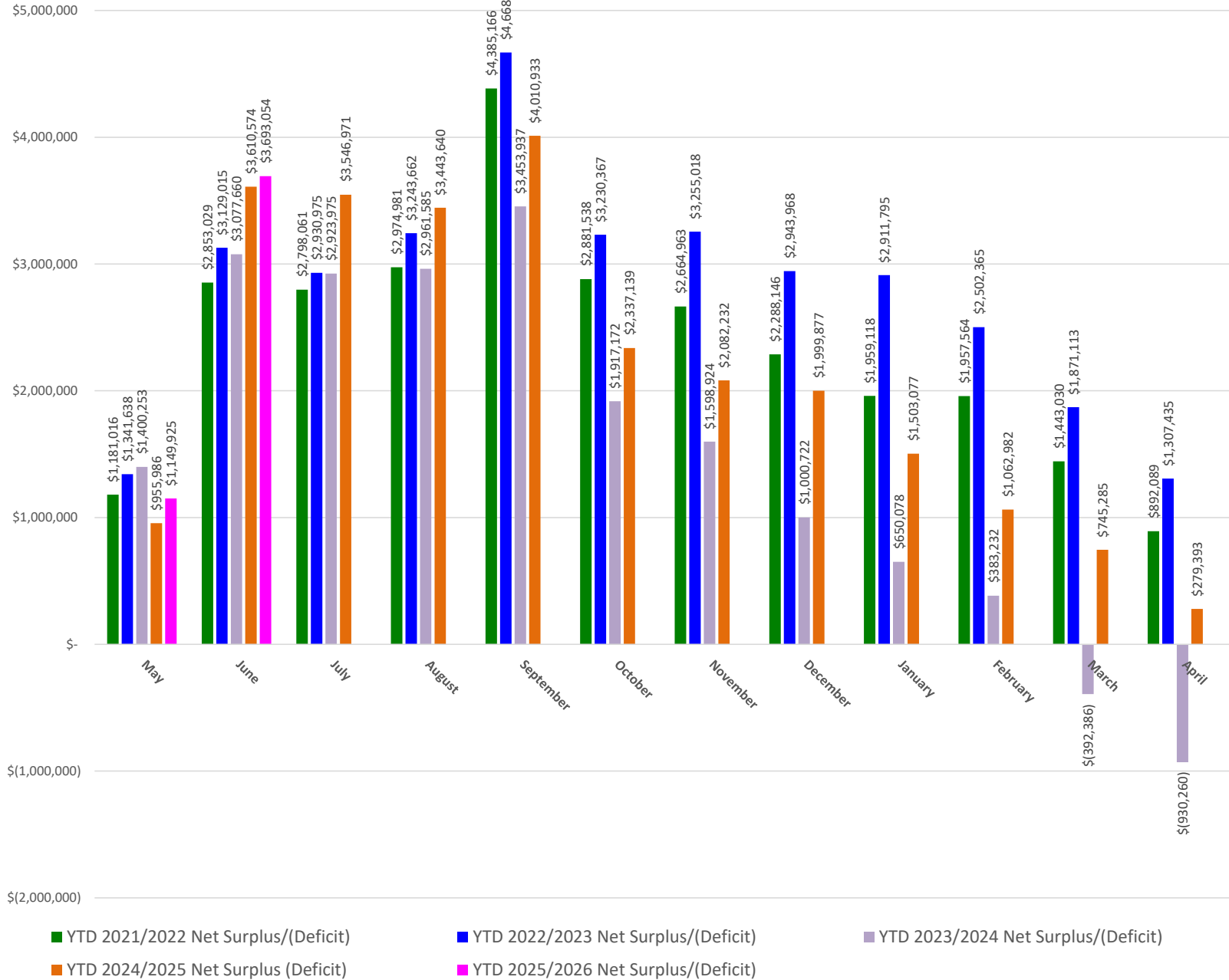


**NOTES**

**2023/2024** The large increase in Y-T-D expenditures are being primarily driven by increased capital improvement costs for our Central Park improvements (e.g. bathrooms, pavilion, synthetic turf field).



### Oak Brook Park District- Consolidated Year-to-Date Net Surplus/(Deficit)





**OAK BROOK PARK DISTRICT**  
**SUMMARIZED REVENUE & EXPENDITURE REPORT**  
 June 2025

	FY 2025/2026 ANNUAL BUDGET	CURRENT MONTH ACTUAL	Y-T-D ACTUAL (2 months)
<b>GENERAL CORPORATE FUND</b>			
Revenues & transfers in	\$ 4,117,368	\$ 1,063,921	\$ 1,478,253
Expenditures & transfers out	3,970,776	269,651	381,016
Net surplus/(deficit)	\$ 146,592	\$ 794,270	\$ 1,097,237
<b>RECREATION FUND</b>			
Revenues & transfers in	\$ 5,330,564	\$ 812,548	\$ 1,698,653
Expenditures & transfers out	5,397,532	358,101	583,712
Net surplus/(deficit)	\$ (66,969)	\$ 454,447	\$ 1,114,941
<b>IMRF FUND</b>			
Revenues & transfers in	\$ 174,156	\$ 54,436	\$ 77,349
Expenditures & transfers out	182,000	13,704	27,800
Net surplus/(deficit)	\$ (7,844)	\$ 40,732	\$ 49,549
<b>LIABILITY INSURANCE FUND</b>			
Revenues & transfers in	\$ 155,362	\$ 61,068	\$ 79,349
Expenditures & transfers out	177,846	3,313	5,593
Net surplus/(deficit)	\$ (22,484)	\$ 57,755	\$ 73,755
<b>AUDIT FUND</b>			
Revenues & transfers in	\$ 10,243	\$ 4,932	\$ 6,210
Expenditures & transfers out	14,025	-	-
Net surplus/(deficit)	\$ (3,782)	\$ 4,932	\$ 6,210
<b>DEBT SERVICE FUND</b>			
Revenues & transfers in	\$ 1,674,784	\$ 712,724	\$ 895,048
Expenditures & transfers out	1,645,291	-	318
Net surplus/(deficit)	\$ 29,493	\$ 712,724	\$ 894,730
<b>RECREATIONAL FACILITIES FUND (TENNIS CENTER)</b>			
Revenues	\$ 2,534,000	\$ 201,400	\$ 416,305
Expenses	2,656,853	145,496	235,936
Net surplus/(deficit)	\$ (122,853)	\$ 55,904	\$ 180,369
<b>SPECIAL RECREATION FUND</b>			
Revenues & transfers in	\$ 339,086	\$ 128,600	\$ 162,094
Expenditures & transfers out	326,959	4,921	9,127
Net surplus/(deficit)	\$ 12,127	\$ 123,679	\$ 152,967



**OAK BROOK PARK DISTRICT**  
**SUMMARIZED REVENUE & EXPENDITURE REPORT**  
 June 2025

	<b>FY 2025/2026 ANNUAL BUDGET</b>	<b>CURRENT MONTH ACTUAL</b>	<b>Y-T-D ACTUAL (2 months)</b>
<b>CAPITAL PROJECTS FUND</b>			
Revenues & transfers in	\$ 1,849,679	\$ 92	\$ 15,184
Expenditures & transfers out	1,688,779	5,180	5,180
Net surplus/(deficit)	\$ 160,900	\$ (5,088)	\$ 10,003
<b>SOCIAL SECURITY FUND</b>			
Revenues & transfers in	\$ 325,232	\$ 126,011	\$ 164,581
Expenditures & transfers out	329,613	26,815	51,289
Net surplus/(deficit)	\$ (4,381)	\$ 99,196	\$ 113,293
<b>CONSOLIDATED SUMMARY</b>			
Revenues & transfers in	\$ 16,510,474	\$ 3,165,733	\$ 4,993,025
Expenditures/expenses & transfers out	16,389,675	827,182	1,299,971
Net surplus/(deficit)	\$ 120,799	\$ 2,338,551	\$ 3,693,054

**OAK BROOK PARK DISTRICT  
CONSOLIDATED REVENUES AND EXPENDITURES REPORT  
Month: June 2025**

	<b>CONSOLIDATED TOTALS</b>
<b>REVENUES &amp; TRANSFERS IN</b>	
Property Taxes	\$ 2,496,294
Replacement Taxes	-
Interest	35,540
Miscellaneous	1,201
Fitness Center Fees, Memberships, Sponsorships	76,550
Aquatic Center Program Fees, Memberships, Rentals	115,446
Other Recreation Program Fees	216,403
Marketing Service Fees, Sponsorships, Donations	1,500
FRC Rental/Member Fees	104,328
Field, Pavilion Rentals & Concessions- Central Park North	13,306
Field Rentals- Central Park	23,660
Satellite Parks & DNS	-
Information Technology	-
CPW Building Rentals & Other	4,320
Grant Proceeds	-
Overhead Revenues	77,185
Transfers In	-
<b>TOTAL REVENUES &amp; TRANSFERS IN:</b>	<b>\$ 3,165,733</b>
<b>EXPENDITURES/EXPENSES &amp; TRANSFERS OUT</b>	
Accounts Payable and Other	\$ 246,404
Payroll and Related Benefits	577,084
Overhead Expenditures	3,694
Transfers Out	-
<b>TOTAL EXPENDITURES/EXPENSES &amp; TRANSFERS OUT:</b>	<b>\$ 827,182</b>
<b>NET REVENUES/(EXPENDITURES/EXPENSES)</b>	<b>\$ 2,338,551</b>

**Oak Brook Park District  
Consolidated Balance Sheet  
As of June 30, 2025**

	<u>ASSETS</u>	<u>Consolidated Totals</u>
<b>Current Assets</b>		
Cash and Investments		\$ 11,530,383
Receivables - Net of Allowances		
Property Taxes		5,818,600
Accounts		515,471
Due from Other Funds		-
Prepays		14,146
Inventories		24,987
Total Current Assets		<u>\$ 17,903,588</u>
<b>Noncurrent Assets</b>		
Capital Assets		
Non-depreciable		\$ 259,955
Depreciable		5,476,288
Accumulated Depreciation		<u>(3,982,396)</u>
Total Noncurrent Assets (net)		<u>\$ 1,753,846</u>
Total Assets		\$ 19,657,434
<b><u>DEFERRED OUTFLOWS OF RESOURCES</u></b>		
Deferred Items-IMRF		\$ 135,948
<b>Total Assets and Deferred Outflows of Resources</b>		<b><u>\$ 19,793,382</u></b>
<b><u>LIABILITIES</u></b>		
<b>Current Liabilities</b>		
Accounts Payable		\$ 94,880
Accrued Payroll		348
Retainage Payable		-
Unearned Revenue		690,200
Due To Other Funds		-
Unclaimed Property		108
Total Current Liabilities		<u>\$ 785,536</u>
<b>Noncurrent Liabilities</b>		
Compensated Absences Payable		\$ 17,201
Net Pension Liability - IMRF		17,176
Total OPEB Liability - RBP		<u>221,449</u>
Total Noncurrent Liabilities		<u>\$ 255,826</u>
Total Liabilities		\$ 1,041,363
<b><u>DEFERRED INFLOWS OF RESOURCES</u></b>		
Deferred Items - IMRF		\$ 42,440
Property Taxes		5,818,600
<b>Total Liabilities and Deferred Inflows of Resources</b>		<b><u>\$ 6,902,403</u></b>
<b><u>FUND/NET POSITION BALANCES</u></b>		
Non-spendable		\$ 3,238.94
Restricted		1,610,342
Committed		4,119,880
Assigned		-
Unassigned		2,629,895
Net Investment in Capital Assets		1,916,362
Restricted		-
Unrestricted		<u>2,611,260</u>
<b>Total Fund/Net Position Balances</b>		<b><u>\$ 12,890,978</u></b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund/ Net Position Balances</b>		<b><u>\$ 19,793,381</u></b>

**OAK BROOK PARK DISTRICT**  
**Treasurer's Report- As of June 30, 2025 and 2024**

<b>Investment Type</b>	<b>Bank/Institution</b>	<b>Current Year Balance</b>	<b>Current Year Rate/APY</b>	<b>Prior Year Rate/APY</b>	<b>Description/Note</b>	<b>Concentration Percentage</b>
<b><u>Money Market</u></b>						
	Evergreen Bank	\$ 4,871,922.73	4.590%	5.100%	Interest-bearing	46.11%
	Hinsdale Bank	1,187,091.31	4.520%	5.590%	Interest-bearing	11.23%
	Sub-Total:	<u>\$ 6,059,014.04</u>				<u>57.34%</u>
<b><u>Savings</u></b>						
	Evergreen Bank	\$ -	4.500%	4.500%	Interest-bearing (Insured Cash Sweep)	0.00%
<b><u>Checking</u></b>						
	Fifth Third Bank	\$ 20,121.83	0.500%	0.650%	Interest-bearing	0.19%
<b><u>Investment Pool</u></b>						
	The Illinois Funds	\$ 4,487,265.20	4.428%	5.433%	Illinois Public Treasurers' Investment Pool	42.47%
	<b>Grand Total Investments:</b>	<u><u>\$ 10,566,401.07</u></u>				<u><u>100.00%</u></u>
<b><u>Benchmark</u></b>						
	<b>Three-month U.S. Treasury Bill</b>		4.296%	5.371%	Highly liquid short-term security. Payment of principal and interest guaranteed by the full faith and credit of the U.S. government. Rate is as of the day's close on 6/30/2025 and 6/28/2024 .	

**Oak Brook Park District  
Schedule of Capital Expenditures/Expenses  
As of June 30, 2025**

FUND & DESCRIPTION	VENDORS	Year-to-Date Expenditures
<b><u>Capital Projects Fund</u></b>		
FRC video server replacement	Insight Direct	\$ 5,180.38
Sub-total Balance:		\$ 5,180.38
<b><u>Recreation Fund</u></b>		
Sub-total Balance:		\$ -
<b><u>Tennis Fund</u></b>		
Sub-total Balance:		\$ -
<b><u>Special Recreation Fund</u></b>		
Sub-total Balance:		\$ -
TOTAL YEAR-TO-DATE CAPITAL EXPENDITURES:		\$ 5,180.38

# Warrant

Invoice Register Report



Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50703	ACCRUE SOLUTIONS LLC	07/01/2025	07/21/2025	81.00	81.00	Open	N
50637	ADVANCED LANDSCAPING, LLC	07/07/2025	07/21/2025	8,565.00	8,565.00	Open	N
50646	ADVANCED LANDSCAPING, LLC	06/02/2025	07/21/2025	8,565.00	8,565.00	Open	N
50588	ANDERSON ELEVATOR CO.	07/01/2025	07/21/2025	669.00	669.00	Open	N
50562	AQUA PURE ENTERPRISES, INC.	06/24/2025	07/21/2025	2,432.43	2,432.43	Open	N
50563	BELDEN ENERGY SOLUTIONS INC	06/19/2025	07/21/2025	3,900.00	3,900.00	Open	N
50653	BEST OFFICIALS	06/29/2025	07/21/2025	1,800.00	1,800.00	Open	N
50590	BLUEALLY TECHNOLOGY SOLUTIONS LLC	07/02/2025	07/21/2025	1,037.58	1,037.58	Open	N
50543	BREAKAWAY BASKETBALL INC	05/05/2025	07/21/2025	25,616.64	25,616.64	Open	N
50558	C. ACITELLI HEATING & PIPING INC.	06/13/2025	07/21/2025	38,838.42	38,838.42	Open	N
50644	C.E. RENTALS, INC.	05/10/2025	07/21/2025	660.00	660.00	Open	N
50663	CARDMEMBER SERVICE	06/26/2025	07/21/2025	914.83	914.83	Open	N
50664	CARDMEMBER SERVICE	06/26/2025	07/21/2025	346.37	346.37	Open	N
50665	CARDMEMBER SERVICE	06/26/2025	07/21/2025	618.12	618.12	Open	N
50666	CARDMEMBER SERVICE	06/26/2025	07/21/2025	798.01	798.01	Open	N
50667	CARDMEMBER SERVICE	06/26/2025	07/21/2025	106.72	106.72	Open	N
50668	CARDMEMBER SERVICE	06/26/2025	07/21/2025	(147.02)	(147.02)	Open	N
50669*	CARDMEMBER SERVICE	06/26/2025	07/21/2025	1,631.91	1,631.91	Open	N
50670	CARDMEMBER SERVICE	06/26/2025	07/21/2025	325.06	325.06	Open	N
50671	CARDMEMBER SERVICE	06/26/2025	07/21/2025	64.93	64.93	Open	N
50672	CARDMEMBER SERVICE	06/26/2025	07/21/2025	1,986.59	1,986.59	Open	N
50673	CARDMEMBER SERVICE	06/26/2025	07/21/2025	447.55	447.55	Open	N
50674	CARDMEMBER SERVICE	06/26/2025	07/21/2025	128.50	128.50	Open	N
50675*	CARDMEMBER SERVICE	06/26/2025	07/21/2025	2,860.18	2,860.18	Open	N
50676	CARDMEMBER SERVICE	06/26/2025	07/21/2025	963.85	963.85	Open	N
50677	CARDMEMBER SERVICE	06/26/2025	07/21/2025	376.44	376.44	Open	N
50678	CARDMEMBER SERVICE	06/26/2025	07/21/2025	2,796.40	2,796.40	Open	N
50679	CARDMEMBER SERVICE	06/26/2025	07/21/2025	105.95	105.95	Open	N
50680	CARDMEMBER SERVICE	06/26/2025	07/21/2025	139.95	139.95	Open	N
50681	CARDMEMBER SERVICE	06/26/2025	07/21/2025	268.21	268.21	Open	N
50682*	CARDMEMBER SERVICE	06/26/2025	07/21/2025	7,906.35	7,906.35	Open	N
50685	CARDMEMBER SERVICE	06/26/2025	07/21/2025	2,258.11	2,258.11	Open	N
50686	CARDMEMBER SERVICE	06/26/2025	07/21/2025	48.27	48.27	Open	N
50687	CARDMEMBER SERVICE	06/26/2025	07/21/2025	103.05	103.05	Open	N
50688	CARDMEMBER SERVICE	06/26/2025	07/21/2025	1,575.00	1,575.00	Open	N
50689*	CARDMEMBER SERVICE	06/26/2025	07/21/2025	480.99	480.99	Open	N
50695	CARDMEMBER SERVICE	06/26/2025	07/21/2025	89.72	89.72	Open	N
50696	CARDMEMBER SERVICE	06/26/2025	07/21/2025	1,842.20	1,842.20	Open	N
50706	CARDMEMBER SERVICE	06/26/2025	07/21/2025	1,829.57	1,829.57	Open	N
50700	CAROL SENTE CONSULTING LLC	06/19/2025	07/21/2025	2,400.00	2,400.00	Open	N
50514	CASE LOTS INC.	06/05/2025	07/21/2025	343.20	343.20	Open	N
50593	CASE LOTS INC.	07/01/2025	07/21/2025	257.40	257.40	Open	N
50504	CHICAGO CLASSIC COACH, LLC	06/11/2025	07/21/2025	1,445.00	1,445.00	Open	N
50506	CLARENDON HILLS PARK DISTRICT	06/16/2025	07/21/2025	205.00	205.00	Open	N
50697	COMMEG SYSTEMS, INC.	05/01/2025	07/21/2025	10,907.50	10,907.50	Open	N
50589	COSAINTE ALLIANCE TRAINING &	06/23/2025	07/21/2025	300.00	300.00	Open	N
50546	CROWN TROPHY	05/29/2025	07/21/2025	651.60	651.60	Open	N

User: NLAWLER

EXP CHECK RUN DATES 07/21/2025 - 07/21/2025

DB: Oak Brook Park L

BOTH JOURNALIZED AND UNJOURNALIZED

OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50638	CULLIGAN QUENCH	06/01/2025	07/21/2025	155.86	155.86	Open	N
50636	DAVEY RESOURCE GROUP INC	07/07/2025	07/21/2025	3,420.00	3,420.00	Open	N
50536	DIRECT ENERGY BUSINESS, LLC	06/11/2025	07/21/2025	603.63	603.63	Open	N
50538	DIRECT ENERGY BUSINESS, LLC	06/11/2025	07/21/2025	18,068.09	18,068.09	Open	N
50525	DOCU-SHRED	06/16/2025	07/21/2025	1,000.00	1,000.00	Open	N
50640	EBEL'S ACE HARDWARE #8313	07/08/2025	07/21/2025	75.21	75.21	Open	N
50650	EBEL'S ACE HARDWARE #8313	06/16/2025	07/21/2025	11.81	11.81	Open	N
50539	EDWARD OCCUPATIONAL HEALTH	05/31/2025	07/21/2025	134.00	134.00	Open	N
50540	ELMHURST OCCUPATIONAL HEALTH	05/31/2025	07/21/2025	134.00	134.00	Open	N
50547	EWING IRRIGATION PRODUCTS INC	06/18/2025	07/21/2025	117.99	117.99	Open	N
50585	EWING IRRIGATION PRODUCTS INC	06/26/2025	07/21/2025	104.48	104.48	Open	N
50643	EWING IRRIGATION PRODUCTS INC	07/03/2025	07/21/2025	558.40	558.40	Open	N
50505	FERGUSON FACILITIES #3400	06/11/2025	07/21/2025	40.00	40.00	Open	N
50512	FERGUSON FACILITIES #3400	06/04/2025	07/21/2025	14.25	14.25	Open	N
50522	FERGUSON FACILITIES #3400	06/10/2025	07/21/2025	90.89	90.89	Open	N
50532	FERGUSON FACILITIES #3400	06/20/2025	07/21/2025	68.90	68.90	Open	N
50566	FERGUSON FACILITIES #3400	06/23/2025	07/21/2025	154.58	154.58	Open	N
50584	FERGUSON FACILITIES #3400	06/26/2025	07/21/2025	474.08	474.08	Open	N
50641	FERGUSON FACILITIES #3400	07/02/2025	07/21/2025	14.11	14.11	Open	N
50531	FIRST STUDENT	06/19/2025	07/21/2025	930.00	930.00	Open	N
50586	FIRST STUDENT	06/26/2025	07/21/2025	754.00	754.00	Open	N
50693	FITNESS EQUIPMENT SERVICES	05/22/2025	07/21/2025	374.00	374.00	Open	N
50694	FITNESS EQUIPMENT SERVICES	06/03/2025	07/21/2025	208.00	208.00	Open	N
50702	FITNESS EQUIPMENT SERVICES	07/03/2025	07/21/2025	4,000.00	4,000.00	Open	N
50604	FLAGG CREEK WATER RECLAMATION	06/27/2025	07/21/2025	2,143.06	2,143.06	Open	N
50605	FLAGG CREEK WATER RECLAMATION	06/27/2025	07/21/2025	34.57	34.57	Open	N
50606	FLAGG CREEK WATER RECLAMATION	06/27/2025	07/21/2025	93.77	93.77	Open	N
50607	FLAGG CREEK WATER RECLAMATION	06/27/2025	07/21/2025	195.51	195.51	Open	N
50647	FLAGG CREEK WATER RECLAMATION	06/27/2025	07/21/2025	21.09	21.09	Open	N
50662	FLUID RUNNING LLC	07/08/2025	07/21/2025	1,845.00	1,845.00	Open	N
50541	GFC LEASING	06/01/2025	07/21/2025	439.35	439.35	Open	N
50648	GFC LEASING	07/01/2025	07/21/2025	439.35	439.35	Open	N
50567	GORDON FLESCH COMPANY	06/30/2025	07/21/2025	593.67	593.67	Open	N
50594	GRAINGER	07/02/2025	07/21/2025	415.74	415.74	Open	N
50511	HAGG PRESS	06/05/2025	07/21/2025	434.00	434.00	Open	N
50529	HAGG PRESS	06/13/2025	07/21/2025	359.00	359.00	Open	N
50530	HAGG PRESS	06/16/2025	07/21/2025	530.00	530.00	Open	N
50582	HAGG PRESS	06/26/2025	07/21/2025	190.00	190.00	Open	N
50592	HAGG PRESS	07/02/2025	07/21/2025	358.00	358.00	Open	N
50518	HINSDALE NURSERIES INC	06/09/2025	07/21/2025	501.35	501.35	Open	N
50618	HOME DEPOT CREDIT SERVICES	06/23/2025	07/21/2025	22.61	22.61	Open	N
50619	HOME DEPOT CREDIT SERVICES	06/11/2025	07/21/2025	23.88	23.88	Open	N
50620	HOME DEPOT CREDIT SERVICES	06/25/2025	07/21/2025	10.94	10.94	Open	N
50621	HOME DEPOT CREDIT SERVICES	06/12/2025	07/21/2025	15.92	15.92	Open	N
50622	HOME DEPOT CREDIT SERVICES	05/28/2025	07/21/2025	95.39	95.39	Open	N
50623	HOME DEPOT CREDIT SERVICES	06/12/2025	07/21/2025	28.25	28.25	Open	N
50624	HOME DEPOT CREDIT SERVICES	06/19/2025	07/21/2025	28.13	28.13	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50625	HOME DEPOT CREDIT SERVICES	06/20/2025	07/21/2025	141.72	141.72	Open	N
50626	HOME DEPOT CREDIT SERVICES	05/30/2025	07/21/2025	286.93	286.93	Open	N
50627	HOME DEPOT CREDIT SERVICES	05/30/2025	07/21/2025	51.06	51.06	Open	N
50628	HOME DEPOT CREDIT SERVICES	05/30/2025	07/21/2025	54.92	54.92	Open	N
50629	HOME DEPOT CREDIT SERVICES	06/28/2025	07/21/2025	22.39	22.39	Open	N
50630	HOME DEPOT CREDIT SERVICES	06/03/2025	07/21/2025	15.61	15.61	Open	N
50631	HOME DEPOT CREDIT SERVICES	06/04/2025	07/21/2025	36.27	36.27	Open	N
50632	HOME DEPOT CREDIT SERVICES	06/04/2025	07/21/2025	226.44	226.44	Open	N
50633	HOME DEPOT CREDIT SERVICES	06/03/2025	07/21/2025	15.00	15.00	Open	N
50634	HOME DEPOT CREDIT SERVICES	06/03/2025	07/21/2025	135.71	135.71	Open	N
50635	HOME DEPOT CREDIT SERVICES	06/09/2025	07/21/2025	64.40	64.40	Open	N
50661	HOME DEPOT CREDIT SERVICES	06/06/2025	07/21/2025	52.64	52.64	Open	N
50499	ILLINOIS STATE POLICE	05/31/2025	07/21/2025	340.00	340.00	Open	N
50519	INNOVUS ENTERPRISES INC	06/10/2025	07/21/2025	1,100.00	1,100.00	Open	N
50557	INSIGHT DIRECT USA INC	06/13/2025	07/21/2025	1,803.73	1,803.73	Open	N
50568	JOHNSON CONTROLS SECURITY SOLUTION	06/14/2025	07/21/2025	228.98	228.98	Open	N
50501	KARLEEN J RICHTER	06/06/2025	07/21/2025	1,825.00	1,825.00	Open	N
50502	KNOWBE4 INC	06/13/2025	07/21/2025	1,263.60	1,263.60	Open	N
50513	LAKESHORE ATHLETIC SERVICES	05/05/2025	07/21/2025	2,027.26	2,027.26	Open	N
50515	LAKESHORE ATHLETIC SERVICES	06/09/2025	07/21/2025	1,173.06	1,173.06	Open	N
50591	LENNO LASN	06/30/2025	07/21/2025	615.00	615.00	Open	N
50507	LESLIE ELIZABETH GODDARD	06/17/2025	07/21/2025	400.00	400.00	Open	N
50616	LESLIE' S POOLMART, INC.	07/01/2025	07/21/2025	43.48	43.48	Open	N
50503	LPG MUSIC INC.	06/02/2025	07/21/2025	1,462.50	1,462.50	Open	N
50698	M&M LOCK & SAFE, LTD	06/13/2025	07/21/2025	1,109.00	1,109.00	Open	N
50521	MARKET ACCESS CORP.	06/10/2025	07/21/2025	350.00	350.00	Open	N
50652	MASTERBLEND INTERNATIONAL LLC	06/16/2025	07/21/2025	1,923.90	1,923.90	Open	N
50603	MEDIA NUT	06/08/2025	07/21/2025	1,530.00	1,530.00	Open	N
50599	MEG ELIZABETH OLANDER	06/30/2025	07/21/2025	142.36	142.36	Open	N
50587	MITY-LITE, INC.	06/27/2025	07/21/2025	1,489.54	1,489.54	Open	N
50510	NEXT GENERATION	06/05/2025	07/21/2025	1,042.50	1,042.50	Open	N
50516	NEXT GENERATION	06/09/2025	07/21/2025	945.20	945.20	Open	N
50552	NEXT GENERATION	06/23/2025	07/21/2025	187.50	187.50	Open	N
50564	NEXT GENERATION	06/24/2025	07/21/2025	352.50	352.50	Open	N
50583	NEXT GENERATION	06/26/2025	07/21/2025	428.65	428.65	Open	N
50602	NEXT GENERATION	06/03/2025	07/21/2025	1,188.35	1,188.35	Open	N
50639	NEXT GENERATION	07/07/2025	07/21/2025	811.30	811.30	Open	N
50690	NEXT GENERATION	07/08/2025	07/21/2025	1,343.15	1,343.15	Open	N
50691	NEXT GENERATION	07/08/2025	07/21/2025	711.25	711.25	Open	N
50692	NEXT GENERATION	07/08/2025	07/21/2025	959.15	959.15	Open	N
50544	NICOR GAS	06/06/2025	07/21/2025	1,136.05	1,136.05	Open	N
50601	NICOR GAS	06/06/2025	07/21/2025	282.00	282.00	Open	N
50683	NICOR GAS	06/26/2025	07/21/2025	242.53	242.53	Open	N
50684	NICOR GAS	06/26/2025	07/21/2025	848.79	848.79	Open	N
50561	NOBLETEC LLC	05/13/2025	07/21/2025	10,425.00	10,425.00	Open	N
50534	NRG BUSINESS MARKETING LLC	06/09/2025	07/21/2025	3,798.22	3,798.22	Open	N
50578	NRG BUSINESS MARKETING LLC	06/09/2025	07/21/2025	168.96	168.96	Open	N

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50500	OSPREY RECOGNITION INC	06/06/2025	07/21/2025	1,000.00	1,000.00	Open	N
50579	OZINGA READY MIX CONCRETE INC	06/12/2025	07/21/2025	430.25	430.25	Open	N
50611	P.D.R.M.A.	06/30/2025	07/21/2025	89,842.20	89,842.20	Open	N
50533	PADDOCK PUBLICATIONS, INC.	06/23/2025	07/21/2025	101.20	101.20	Open	N
50615	PFEIFFER'S PEST CONTROL	06/20/2025	07/21/2025	600.00	600.00	Open	N
50651	PFEIFFER'S PEST CONTROL	06/20/2025	07/21/2025	150.00	150.00	Open	N
50649	PORTER PIPE & SUPPLY CO.	06/05/2025	07/21/2025	14.00	14.00	Open	N
50657	PROVEN BUSINESS SYSTEMS	06/18/2025	07/21/2025	1,587.00	1,587.00	Open	N
50595	RED WING BUSINESS ADVANTAGE ACCOUNT	07/03/2025	07/21/2025	300.00	300.00	Open	N
50659	ROBBINS SCHWARTZ	06/25/2025	07/21/2025	3,308.80	3,308.80	Open	N
50660	ROBBINS SCHWARTZ	06/25/2025	07/21/2025	672.50	672.50	Open	N
50545	SBC WASTE SOLUTIONS	05/31/2025	07/21/2025	1,143.75	1,143.75	Open	N
50645	SBC WASTE SOLUTIONS	06/30/2025	07/21/2025	660.00	660.00	Open	N
50609	SECURITAS TECHNOLOGY CORPORATION	06/01/2025	07/21/2025	63.00	63.00	Open	N
50565	SERVICE SANITATION, INC.	06/23/2025	07/21/2025	200.00	200.00	Open	N
50580	SERVICE SANITATION, INC.	06/20/2025	07/21/2025	146.26	146.26	Open	N
50581	SERVICE SANITATION, INC.	06/20/2025	07/21/2025	455.26	455.26	Open	N
50654	STARGUARD ELITE, LLC	06/29/2025	07/21/2025	12,100.00	12,100.00	Open	N
50508	STERLING NETWORK INTEGRATION	06/01/2025	07/21/2025	1,373.63	1,373.63	Open	N
50517	STERLING NETWORK INTEGRATION	06/09/2025	07/21/2025	2,240.44	2,240.44	Open	N
50535	STERLING NETWORK INTEGRATION	05/01/2025	07/21/2025	1,441.10	1,441.10	Open	N
50642	STERLING NETWORK INTEGRATION	07/07/2025	07/21/2025	1,389.43	1,389.43	Open	N
50610	SUBURBAN DOOR CHECK & LOCK	06/23/2025	07/21/2025	140.00	140.00	Open	N
50608	TAMELING INDUSTRIES INC.	06/19/2025	07/21/2025	268.00	268.00	Open	N
50617	TAMELING INDUSTRIES INC.	06/26/2025	07/21/2025	544.00	544.00	Open	N
50548	TAYLOR PLUMBING	06/18/2025	07/21/2025	356.85	356.85	Open	N
50549	TAYLOR PLUMBING	06/18/2025	07/21/2025	475.80	475.80	Open	N
50550	TAYLOR PLUMBING	06/18/2025	07/21/2025	594.75	594.75	Open	N
50551	TAYLOR PLUMBING	06/19/2025	07/21/2025	475.80	475.80	Open	N
50701	TAYLOR PLUMBING	06/18/2025	07/21/2025	1,070.55	1,070.55	Open	N
50655	THE LIFEGUARD STORE	06/09/2025	07/21/2025	1,752.00	1,752.00	Open	N
50699	THE LIFEGUARD STORE	06/19/2025	07/21/2025	1,260.00	1,260.00	Open	N
50600	TOTAL FIRE & SAFETY, INC.	05/06/2025	07/21/2025	1,035.74	1,035.74	Open	N
50612	TRANE U.S. INC.	06/18/2025	07/21/2025	220.80	220.80	Open	N
50613	TRANE U.S. INC.	06/03/2025	07/21/2025	195.42	195.42	Open	N
50614	TRANE U.S. INC.	06/03/2025	07/21/2025	115.48	115.48	Open	N
50542	UMB BANK N.A.	05/05/2025	07/21/2025	65,250.00	65,250.00	Open	N
50528	V3 COMPANIES LTD	06/13/2025	07/21/2025	4,300.00	4,300.00	Open	N
50656	VILLAGE OF OAK BROOK	06/18/2025	07/21/2025	1,105.32	1,105.32	Open	N
50509	WAREHOUSE DIRECT INC.	06/01/2025	07/21/2025	1,169.36	1,169.36	Open	N
50520	WAREHOUSE DIRECT INC.	06/10/2025	07/21/2025	274.34	274.34	Open	N
50523	WAREHOUSE DIRECT INC.	06/11/2025	07/21/2025	(285.76)	(285.76)	Open	N
50596	WAREHOUSE DIRECT INC.	07/03/2025	07/21/2025	2,250.48	2,250.48	Open	N
50597	WAREHOUSE DIRECT INC.	07/03/2025	07/21/2025	294.22	294.22	Open	N
50598	WAREHOUSE DIRECT INC.	07/03/2025	07/21/2025	294.22	294.22	Open	N
50704	WAREHOUSE DIRECT INC.	04/29/2025	07/21/2025	2,308.08	2,308.08	Open	N
50705	WAREHOUSE DIRECT INC.	04/30/2025	07/21/2025	91.92	91.92	Open	N

WARRANT #698

07/16/2025 02:02 PM  
 User: NLAWLER  
 DB: Oak Brook Park D

INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 EXP CHECK RUN DATES 07/21/2025 - 07/21/2025  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 OPEN

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50524	WILSON SPORTING GOODS	06/13/2025	07/21/2025	121.15	121.15	Open	N
50526	WILSON SPORTING GOODS	06/17/2025	07/21/2025	27.76	27.76	Open	N
50527	WILSON SPORTING GOODS	06/19/2025	07/21/2025	574.86	574.86	Open	N
50658	ZAZZO'S PIZZA	06/30/2025	07/21/2025	4,973.85	4,973.85	Open	N
# of Invoices:	190	# Due:	190	Totals:	435,573.63	435,573.63	
# of Credit Memos:	2	# Due:	2	Totals:	(432.78)	(432.78)	
Net of Invoices and Credit Memos:					435,140.85	435,140.85	
* 4 Net Invoices have Credits Totalling:					(1,083.54)		

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			104,984.81	104,984.81		
	02 - RECREATION FUND			143,542.06	143,542.06		
	04 - LIABILITY INSURANCE FUND			67,381.65	67,381.65		
	06 - DEBT SERVICE FUND			65,250.00	65,250.00		
	07 - RECREATIONAL FACILITIES FUND			38,774.83	38,774.83		
	12 - CAPITAL PROJECTS FUND			15,207.50	15,207.50		
--- TOTALS BY DEPT/ACTIVITY ---							
	01 - ADMINISTRATION CORPORATE			7,326.75	7,326.75		
	02 - FINANCE			2,132.69	2,132.69		
	04 - CENTRAL PARK NORTH			3,442.67	3,442.67		
	05 - CENTRAL PARK			20,380.65	20,380.65		
	06 - SADDLEBROOK PARK			3,000.00	3,000.00		
	07 - FOREST GLEN PARK			1,862.82	1,862.82		
	08 - CHILLEM PARK			450.00	450.00		
	09 - DEAN PROPERTY			5,062.44	5,062.44		
	10 - PROFESSIONAL SERVICES			8,881.30	8,881.30		
	14 - INFORMATION TECHNOLOGY			36,459.26	36,459.26		
	15 - BUILDING/RECREATION CENTER			17,961.71	17,961.71		
	20 - CENTRAL PARK WEST			3,511.20	3,511.20		
	21 - FITNESS CENTER			7,928.37	7,928.37		
	25 - AQUATIC CENTER			32,904.88	32,904.88		
	26 - AQUATIC-RECREATION PROGRAMS			2,311.41	2,311.41		
	30 - CHILDRENS ATHLETICS			25,706.61	25,706.61		
	31 - PRESCHOOL PROGRAMS			1,483.76	1,483.76		
	32 - YOUTH PROGRAMS			5,936.91	5,936.91		
	40 - ADULT PROGRAMS			1,981.41	1,981.41		
	50 - PIONEER PROGRAMS			3,707.17	3,707.17		
	60 - SPECIAL EVENTS & TRIPS			7,426.93	7,426.93		
	71 - BUILDING/RACQUET CLUB			34,250.53	34,250.53		
	75 - TENNIS PROGRAMS			3,535.05	3,535.05		
	80 - MARKETING			10,818.76	10,818.76		
	81 - CAPITAL OUTLAY			38,838.42	38,838.42		
	90 - LIABILITY INSURANCE FUND			67,381.65	67,381.65		
	94 - DEBT SERVICE FUND			65,250.00	65,250.00		
	95 - CAPITAL PROJECTS FUND			15,207.50	15,207.50		

WARRANT #698  
 INVOICE REGISTER REPORT FOR OAK BROOK PARK DISTRICT  
 EXP CHECK RUN DATES 06/29/2025 - 07/16/2025  
 JOURNALIZED  
 PAID

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
50570	HOME DEPOT CREDIT SERVICES	04/02/2025	07/02/2025	3.17	0.00	Paid	Y
50571	ANDERSON ELEVATOR CO.	05/12/2025	07/02/2025	9,873.00	0.00	Paid	Y
50572	ROBBINS SCHWARTZ	05/07/2025	07/02/2025	4,003.35	0.00	Paid	Y
50573	ROBBINS SCHWARTZ	05/27/2025	07/02/2025	2,726.00	0.00	Paid	Y
50574	ROBBINS SCHWARTZ	05/27/2025	07/02/2025	376.00	0.00	Paid	Y
50575	ROBBINS SCHWARTZ	05/27/2025	07/02/2025	1,133.00	0.00	Paid	Y
50576	VILLAGE OF OAK BROOK	06/09/2025	07/02/2025	94.66	0.00	Paid	Y
50577*	FLUID RUNNING LLC	06/06/2025	07/02/2025	8,771.25	0.00	Paid	Y
# of Invoices:	8	# Due:	0	Totals:	26,980.43	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	
Net of Invoices and Credit Memos:				26,980.43	0.00		
* 1 Net Invoices have Credits Totalling:				(2,923.75)			
--- TOTALS BY FUND ---							
	01 - GENERAL CORPORATE FUND			5,610.18	0.00		
	02 - RECREATION FUND			8,771.25	0.00		
	12 - CAPITAL PROJECTS FUND			12,599.00	0.00		
--- TOTALS BY DEPT/ACTIVITY ---							
	05 - CENTRAL PARK			97.83	0.00		
	10 - PROFESSIONAL SERVICES			5,512.35	0.00		
	26 - AQUATIC-RECREATION PROGRAMS			8,771.25	0.00		
	95 - CAPITAL PROJECTS FUND			12,599.00	0.00		

## Staff Recognition

Lily Liburdi - Facility Manager

Chris Russell - Park Technician



# Getting to Know

**Lily Liburdi**

FRC Facility Manager



**Birthday:** April 24

**I decided to work at the OBPD because:** I decided to work at the OBPD because of the opportunity to connect with people. Whether it's helping a new member feel at home, supporting a team member's growth, or collaborating with colleagues to bring new ideas to life

**What or who always makes you laugh?** Definitely my dog, Toby. He's a dachshund with a big personality in a little body. Whether he's zooming around the house like he owns it or giving me his signature side-eye, he always finds a way to make me smile.

**Three words that best describe me:** Dependable, Personable, Creative

**Little known fact about me:** I love photography and graphic design

# Getting to Know

**Chris Russell**

Park Technician



**Birthday:** October 4

**I decided to work at the OBPD because:** I've always enjoyed being outdoors and being at parks.

**The last good movie I saw:** Bullet Train

**My favorite meal:** Pot Roast

**I'd love to meet:** Paddy Pimblett (UFC Fighter)

**What or who always makes you laugh?** Friends and Family

**If I were an animal, I would be a:** Dog

**I'm better than anyone else when it comes to:** Throwing bags/cornhole

**My favorite place to vacation is:** Michigan

**Because I like:** Play Disc Golf and enjoy the outdoors of Michigan

## Presentations and Proclamations

(None)

## Reports

Administration and Enterprise Operations Report  
Finance and Human Resources Report  
Recreation and Communications Report  
Parks and Facilities Report



# Memo

To: Oak Brook Park District Board of Commissioners  
From: Laure Kosey, Executive Director  
Date: July 15, 2025  
Re: July Board Report: Administration & Enterprise Operations

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## **Follow Up Discussion Points from May Board Meeting:**

**Staff expenses for the Italy Trip and the Canadian Rockies Trip:** Appendix A

**Forton Stable Barn Update** – Waiting for information from Landmark Illinois

## **July Board Meeting Discussion Points:**

### **Tennis Center Report**

- The Tennis Center hosted the Chicago District Championship tournament with 64 participants.
- Seasonal court time renewal letters were sent out.
- USTA Midwest has approved an additional \$6,120 in grants for the court's resurfacing project.

### **Updated Ordinances**

The Ethics Ordinance and the Declaration of Vacancy on Board of Park Commissioners have been updated.

### **Administrative Policy and Procedures Manual**

Section 4 and Section 5 are ready for Board Approval. Section 6 is up for any recommendations from the Board for discussion.

## Travel Club Trips follow-up from June 16<sup>th</sup> Board Meeting.

- Canadian Rockies & Glacier National Park Trip

Total Revenue \$8,225.40

Park District Expenses = \$455.01

Pre Trip: 20 hours x \$38.96 = \$779.20

Staff Time on Trip: 56 hours x 38.96 = \$2,181.76

Post Trip: 6 hours x \$38.96 = \$233.76

Overhead = \$500

Total Expenses \$4,149.73

**Total Profit = 4,075.67**

- Highlights of Italy's Amalfi Coast Trip

Total Revenue \$18,209.55

Park District Expenses = \$1,576.84 (including an additional bus back from O'Hare)

Pre Trip: 30 hours x \$38.96 = \$1,168.80

Staff Time on Trip: 96 hours x 38.96 = \$3,740.16

2<sup>nd</sup> Staff Time on Trip: 72 hours x \$49.21 = \$3,543.12

Post Trip: 8 hours x 38.96 = \$311.68

Overhead = \$500

Total Expenses \$10,840.60

**Total Profit = \$7,368.95**

The hourly rate is the total compensation that includes Salary, Health Insurance, Life Insurance, IMRF, and FICA.



# Memo

To: Board of Commissioners and Executive Director, Laure Kosey  
From: Marco Salinas, Chief Financial Officer  
Date: July 16, 2025  
Re: June 2025 Financials

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## General Fund

We have now completed the first two months of our current fiscal year (16.67% of the year). Year-to-date (YTD) revenues, expenditures, and transfers-out for this fund equal \$1,478,253, \$381,016, and \$0, respectively. This is resulting in a YTD net surplus of \$1,097,237, which is a \$282,962 increase from the \$814,275 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are favorable at 35.9% when compared to the annual budget and have increased \$273,628 when compared to the prior year. As expected, YTD we have collected slightly more than 50% of the 2024 property tax levy and have received the first of six expected receipts of the Personal Property Replacement Taxes (PPRT). The large increase in Building-Recreation Center revenues, as compared to the prior year, are being driven by the overhead and rental income that is charged to the Recreation Fund. As mentioned in prior memos, this activity is now recorded on a monthly basis whereas they were recorded on a quarterly basis in prior years, in the months of July, October, January, and April. At our Central Park West facility, we have recognized rental revenue in the current year whereas in the prior year there was no such revenue due to the ongoing construction and improvements at that building.
- **Expenditures-** Total current YTD expenditures are favorable to budgeted expectations at 10.9% when compared to the annual budget and have decreased \$9,334 when compared to the prior year. In the Administration department, YTD wages have decreased when compared to YTD June 2024 because in the prior year a staff member retired and received a payout of their accumulated and unused vacation hours balance. In addition, there has been a decrease in health insurance costs in this department. The increased expenditures in our Central Park department, when compared to the prior year, are primarily due to the approximate \$6,000 in repair costs to the playground floor surfaces at our universal playground, and the purchase of a portable pitching mound for use at one of our baseball fields.

## Recreation Fund

YTD revenues, transfers-in, and expenditures equal \$1,698,653, \$0, and \$583,712, respectively. This is resulting in a YTD net surplus of \$1,114,941, which is a \$93,855 decrease from the \$1,208,796 YTD net surplus experienced in the prior fiscal year. The following is additional commentary:

- **Revenues-** Total current YTD revenues are favorable at 32.8% when compared to the annual budget and have increased \$43,004 when compared to the prior year. All departments are currently favorable or in-line with budgeted expectations due to the start of our busy Spring/Summer season and the corresponding increases in programming registrations and revenues. Our Fitness and Aquatic Center departments are benefitting by a \$36K increase in both in-district and out-of-district membership revenues. In our Aquatic Recreation Programs department, children's private swim lesson revenues have increased \$12k. In our Children's Athletics department, youth basketball revenues have decreased approximately \$17K from the prior year. This decrease is attributed to lower enrollments due to local competition, as well as a higher

percentage of in-district participants which pay a lower registration fee than out-of-district participants. The net negative revenues in June in our Youth Programs department is due to the withdrawal of several children from our full summer playground camp program.

- **Expenditures-** Total current YTD expenditures are favorable at 10.8% when compared to the annual budget and have increased \$136,859 when compared to the prior year. All departments are currently favorable or in-line with current year budgeted expectations. As described in my commentary for our General Fund, several of our departments reflect increased costs due to the monthly recognition of the overhead and rental expenditures whereas in the prior year such activity was captured in subsequent months. In our Aquatic Center department, YTD full-time personnel wages have decreased due to the recent restructuring and the elimination of the superintendent of Aquatics and Maintenance operations position.

### **Recreational Facilities Fund (Tennis Center)**

YTD revenues and expenses in this fund are currently at \$416,305 and \$235,936, respectively. This is resulting in a YTD net surplus of \$180,369, which is a \$166,859 decrease over the prior year's surplus of \$347,228. The following is additional commentary:

- **Revenues-** Total current YTD revenues are in-line with the annual budget at 16.4%, and have decreased \$147,534 when compared to the prior year. This decrease is primarily due to the timing of the recognition of revenues for various summer camp and instructional programs. A higher percentage of the already collected receipts are being deferred to later months when such revenues will be earned.
- **Expenses-** Total current YTD expenses are favorable at 8.9% when compared to the annual budget and have increased \$19,325 when compared to the prior year. In the Administration department YTD full-time personnel wages and credit card processing fees have increased over the prior year.

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### **FINANCE & HUMAN RESOURCES UPDATES:**

- Staff has completed work on the comprehensive FY 2025/2026 GFOA budget report and the report has now been submitted to the GFOA for evaluation.
- Staff has been processing the final adjustments for the prior fiscal year in preparation for the July 21, 2025 start of our most recent financial audit.
- Alli has assisted with the recruitment for various vacant positions and with the onboarding of several seasonal staff.





# Memo

To: Oak Brook Park District Board of Commissioners  
From: Robert Pechous, Director of Recreation and Communications  
Date: July 15, 2025  
Re: June 2025: Recreation and Communications Report

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## Recreation:

- Athletics
  - The Summer Get Better League kicked off with 188 participants enrolled. This developmental basketball program focuses on skill-building, teamwork, and game-play experience in a supportive, competitive environment.
  - Several weekly camps took place in June, including Multi-Sport Blast Camp, Flag Football Camp, and Basketball Hoops Camp.
  - Staff met with the DuPage Sports Commission and representatives from USA Ultimate Frisbee to discuss the possibility of hosting future tournaments.
- Youth/Preschool
  - Playground Camp launched its summer session with 60 enthusiastic participants. Each week highlights a new theme, and recent field trips included exciting visits to Wicked Ball and Haunted Trails.
  - PeeWee Camp is off to a great start with 45 children enrolled this season. Campers have enjoyed engaging weekly themes such as Starry Nights, Disney Week, and Animal Kingdom.
  - Staff helped out with dodgeball during Exploremore Day at Brook Forest School on Friday, June 6th.
- Pioneers
  - Summer Mah Jongg is fully underway, with 88 players registered. While summer typically sees a slightly lower turnout, this number remains close to our Winter/Spring session totals.
  - 12 Oak Brook Pioneers and 12 from Villa Park spent Tuesday, June 10th, exploring the Amish community in Shipshewana, Indiana. Highlights included shopping, leather and woodworking demonstrations, lunch in a local Amish home, and a hands-on pretzel-making activity.
  - On Tuesday, June 24th, 33 Pioneers enjoyed a presentation on the history of Route 66 by Leslie Goddard. Many attendees are also signed up for the upcoming day trip exploring Route 66 in Illinois.
  - On Thursday, June 10th, 25 Pioneers attended the Travel Club meeting to learn more about the upcoming trips to Albuquerque and the Holland River Cruise.
- Specialty
  - Barks and Brews took place on Thursday, June 26, with 54 participants—and plenty of four-legged friends—joining us for a fun and lively evening. Attendees enjoyed a selection of local craft beers while their dogs socialized, played, and explored the pet-friendly amenities. The event featured dog-centric vendors, treats, and giveaways, creating a relaxed, festive atmosphere for both pups and their owners.
  - Kate connected with the Clarendon Hills Park District regarding cooperative programming, which has helped boost potential enrollment for our summer dance camps and classes.
  - Staff researched rental fees for events comparable to Central Park West to help guide future pricing strategies.

## Marketing & Information Technology:

- Staff are in the process of analyzing the results from the 2024 Community Survey and the 2025 Focus Groups and are preparing a report to present key findings and strategic insights.
- Marketing began organizing outreach contacts for Winter Lights sponsorship efforts.
- New network wiring was installed for phone replacements in the meeting rooms and studios. These phones are now IP-based, which requires new wiring from the old analog type.
- Active Net has added a new enhancement that allows customers to use Apple Pay or Google Pay for autopayments and future payments online. Previously, they could only use these types of methods for one-time fees.

## Corporate and Community Relations:

Sponsorships	\$ 11,700.00
Advertising	\$ 1,591.00
Vendors	\$ 450.00
In-Kind Donations	\$ 600.00
<u>Oak Brook Park District Foundation</u>	<u>\$ 4,451.00</u>

**Total for June: \$ 18,792.00**

## Social Media and Website Engagement:

### Facebook Analytics

Total Followers: 5,906 (up 156)  
 Posts: 33  
 Post Reach (organic and paid): 184,893  
 Post Engagement: 1,500

### Instagram Analytics:

Total Followers: 2,745 (up 117)  
 Posts: 24  
 Post Reach (organic and paid): 5,571  
 Post Engagement: 253

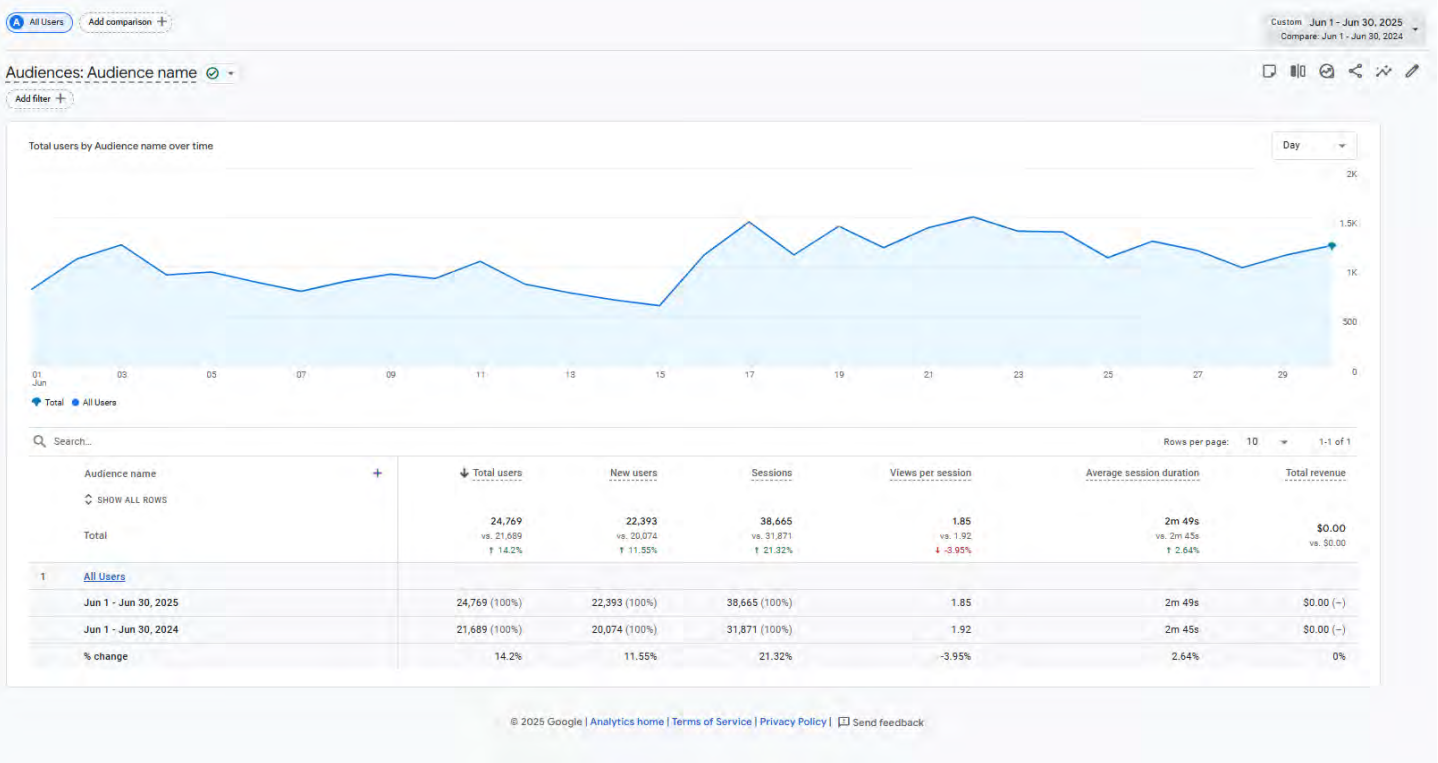
### Top Facebook Post

The screenshot shows the Facebook Analytics interface for a post titled "Splash Island at the Oak Brook Park District". The post is a Reel published on Thursday, June 5, 11:23am. The analytics are as follows:

- Overview:**
  - Views: 21,549
  - Reach: 15,270
  - Interactions: 172
  - Link clicks: 354
- Views:** 21,549
- Followers:** 1,336 (Follower), 20,198 (Non-follower)
- Interactions:** 172
  - 124 from ads
  - 127 Likes and reactions (95 from ads)
  - 12 Comments (7 from ads)
  - 21 Shares (14 from ads)
  - 12 Saves (8 from ads)
- Link clicks:** 354
- More ad results:**
  - Completed Post: "Get your 2025 Summer Family Pool Pass today!..."
  - Jun 5, 2025 - Jun 10, 2025
  - View results button
  - Table:
 

Messaging conversations...	Cost per Messaging...	Views	Reach
40	\$3.07	12,913	6,624
- Feed preview:** Shows the post content: "Get your 2025 Summer Family Pool Pass today! https://www.obparks.org/facil.../splash-island-swim-central" with a video thumbnail of a water park slide.

## June 2025 Website Traffic



## June 2025 Top Pages

1. /Splash Island
2. /obparks.org
3. /Swim Central
4. /Family Recreation
5. /Seasonal Memberships
6. /Special Events
7. /Membership Opportunities
8. /Swim Lessons
9. /Aquatic Parties & Private Rentals
10. /Program Guides

## obparks.org Acquisition Value

Referral Percentage Values	June 2025	June 2024
Direct:	26.1%	26.4%
Organic Search:	67.6%	64.2%
Social:	4.3%	3.4%
Referrals:	1.9%	2.6%



## Oak Brook Park District Facility Statistics and Data

### Facility Rentals

24/25 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	242	272	259	376	307	400	376	322	448	370	298	313	3,981
Gym Revenue	\$13,287	\$14,079	\$13,610	\$20,647	\$16,279	\$22,172	\$20,101	\$18,352	\$23,661	\$20,107	\$14,936	\$16,608	\$213,837
Room Rentals	21	18	15	19	15	31	21	21	26	14	7	16	224
Room Revenue	\$900	\$520	\$700	\$1,250	\$430	\$1,650	\$1,190	\$2,320	\$2,096	\$1,960	\$230	\$480	\$13,726
CPW Rentals	NA	NA	NA	NA	NA	NA	NA	NA	1	7	8	8	24
CPW Revenue	NA	NA	NA	NA	NA	NA	NA	NA	\$650	\$3,635	\$3,100	\$3,800	\$11,185

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
Gym Rentals Hours	288	266											554
Gym Revenue	\$14,128	\$15,389											\$29,516
Room Rentals	26	23											49
Room Revenue	\$1,800	\$960											\$2,760
CPW Rentals	7	9											16
CPW Revenue	\$3,595	\$5,875											\$9,470

Totals	20-21	21-22	22-23	23-24	24-25
Gym Rentals Hours	4,195	4,874	4,379	4,441	3,981
Gym Revenue	\$207,521	\$261,155	\$228,514	\$227,924	\$213,837
Room Rentals	0	10	79	203	224
Room Revenue	\$0	\$700	\$7,355	\$7,335	\$13,726
CPW Rentals	20	73	88	74	24
CPW Revenue	\$12,938	\$48,226	\$54,458	\$50,951	\$11,185



## Oak Brook Park District Facility Statistics and Data

### Outdoor Pickleball Court Rentals

24/25 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
<b>Court Rentals</b>	107	108	126	106	104	69	22	2	0	0	6	12	662
<b>Court Hours</b>	294	391	436	421	333	238	103	9	0	0	16	36	2,275
<b>Revenue</b>	\$ 680.00	\$ 660.00	\$ 650.00	\$ 510.00	\$ 260.00	\$ 260.00	\$ -	\$ -	\$ -	\$ -	\$ 70.00	\$ 200.00	\$ 3,290.00

25/26 FY	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	Total
<b>Court Rentals</b>	67	170											237
<b>Court Hours</b>	217	310											527
<b>Revenue</b>	\$ 610.00	\$ 670.00											\$ 1,280.00

Totals	23-24	24-25
<b>Court Rentals</b>	821	662
<b>Court Hours</b>	2,326	2,275
<b>Total Revenue</b>	\$3,280.00	\$3,290.00

**Athletic Field Usage Report  
Evergreen Bank Group Athletic Turf Field**

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
24 - 25	Hours	193	189	127	87	187	199	101	16	5	14.5	88.75	171	1,377
	Revenue	\$8,183	\$9,843	\$73,182	\$3,740	\$6,283	\$8,098	\$5,975	\$16,154	\$383	\$1,448	\$10,495	\$7,615	\$151,397

25 - 26	Hours	202	188											390
	Revenue	\$8,123	\$9,483											\$17,606
Wizards	Revenue													
	Revenue													

**Natural Grass Soccer Fields**

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
24 - 25	Hours	2,054	1,154	421	670	1930	1,753	557	0	0	0	0	1613	10,152
	Revenue	\$16,100	\$9,856	\$67,025	\$6,720	\$7,480	\$11,280	\$1,563	\$8,000	\$0	\$0	\$0	\$10,025	\$138,049

25 - 26	Hours	2,371	1,188											3,559
	Revenue	\$24,860	\$12,475											\$37,335
Wizards	Revenue													
	Revenue													

**Baseball Fields**

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
24 - 25	Hours	411	288	161	75	149	201	0	0	0	0	0	219	1,504
	Revenue	\$7,740	\$9,798	\$3,429	\$3,298	\$5,529	\$7,758	\$0	\$0	\$0	\$0	\$0	\$8,190	\$45,741

25 - 26	Hours	324	276											600
	Revenue	\$6,913	\$10,690											\$17,603

**Totals**

FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
24 - 25	Hours	2,658	1,630	709	832	2,266	2,153	658	16	5	15	89	2,003	13,032
	Revenue	\$32,023	\$29,497	\$143,636	\$13,758	\$19,291	\$27,135	\$7,538	\$24,154	\$383	\$1,448	\$10,495	\$25,830	\$335,186

25 - 26	Hours	2,897	1,652	0	0	0	0	0	0	0	0	0	0	4,549
	Revenue	\$39,896	\$32,648	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,888	\$89,431

May 2025

Spring

District	2024 Registration	2025 Registration
Burr Ridge	4	4
Elmhurst	68	73
Hinsdale	21	23
Oak Brook	8	8
Pleasant Dale	1	2
Willowbrook	6	NA
Westchester	6	4
Countryside	3	2
York Center	0	0
Non-resident	6	15
<b>Total</b>	<b>123</b>	<b>131</b>

Summer

District	2024 Registration	2025 Registration
Burr Ridge	3	3
Elmhurst	47	57
Hinsdale	23	23
Oak Brook	7	6
Pleasant Dale	3	3
Westchester	5	5
Countryside	2	3
York Center	0	0
Non-resident	9	11
<b>Total</b>	<b>103</b>	<b>111</b>

Elevate

District	Registered Participants
Burr Ridge	4
Elmhurst	5
Hinsdale	3
Oak Brook	3
Westchester	1
<b>Total</b>	<b>16</b>

2 new trials set for mid-June

Currently:

Mondays - 9

Tuesdays - 9

Wednesdays - 12

Thursday - 11

Fridays - 12

Summer Camp Session I

District	Registered Participants
Burr Ridge	2
Elmhurst	30
Hinsdale	1
Countryside	2
Westchester	3
Pleasant Dale	1
Non-resident	2
<b>Total</b>	<b>41</b>

Summer Camp Session II

District	Registered Participants
Burr Ridge	1
Elmhurst	22
Hinsdale	7
Countryside	2
Westchester	3
Pleasant Dale	1
Non-resident	2
<b>Total</b>	<b>38</b>



## Summer 2025 Program Line Up (Dates: June 9 – August 29)

- Elevate Day Services (M-F)
- 24 Weekly Youth and Adult
- 8 Gators Athletics & Unified (Bowling/UB, Bocce/UB, Golf/UG, Softball, Unified Bags)
- 12 Special Events
- Summer Vacation Trip to Gatlinburg, TN
- 4 Summer Camp Locations

## Gateway Vehicles Update as of 6/10/2025

Vehicle #	Type	Year	Mileage	Maintenance	Plans
298	15p Ford Transit	2019	22, 989	None	None
312	15p Ford Transit	2023	16, 011	None	None
320	Paratransit Bus Ford E450 15P + WC	2025	2, 320	None	None

## **Marketing and PR Updates**

New signage for the administrative offices for Gateway SRA is planned for the Hanson Center. The new logo will be incorporated into the outdoor display in front of Mize Hall along with the logo on the entrance door. A community board will be installed inside Mize Hall with information about Gateway SRA along with a drop box for registrations.

## Strategic Plan

I am still in the process of gathering stakeholders' input and will be pivoting to an online targeted survey to better grab their attention. As this process continues throughout the summer, we will be including the new roles of two of the current coordinator positions to better align with the new strategic plan. One of the positions will target new participation outreach while the other will focus on sustaining part time team members and volunteer growth. With these new positions and an additional full-time recreation specialist we will be able to establish better long-term goals for Gateway SRA.

## **May Highlights**

Track and Field Spring Games, Gators Soccer Qualifier & Spring Formal







# OBJECTIVES AND KEY RESULTS

May 1, 2025 - April 30, 2026

MONTHLY UPDATE July 1, 2025

## Accomplish 6 of 6 OKR's: May 1, 2025 – April 30, 2026

“Accomplish” means 2 of 3 subgoals (A,B,C) under each main objective, are completed.

### 1. HOLISTIC WELLNESS

COMPLETE?

- A Create 4 new wellness opportunities to promote community, growth, and reflection.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
- B Introduce 2 new cultural dance opportunities.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
- C Involve 25 new participants in Cardio Tennis classes.

New Participants: 8

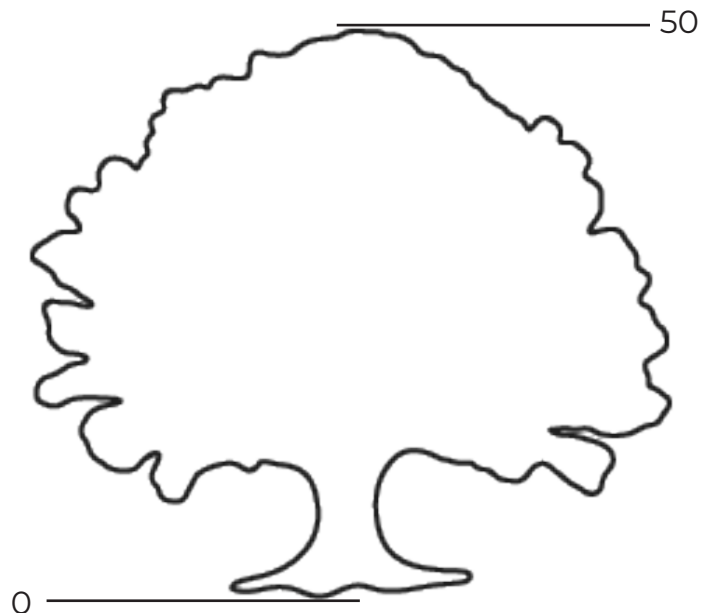
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25

### 2. ENVIRONMENTAL STEWARDSHIP

COMPLETE?

- A Convert 1 acre of turf grass in parks to natural areas.
- B Convert 5 paper forms from print to digital.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
- C Plant 50 new trees in the parks.





# OBJECTIVES AND KEY RESULTS

## 3. INCLUSION

COMPLETE?

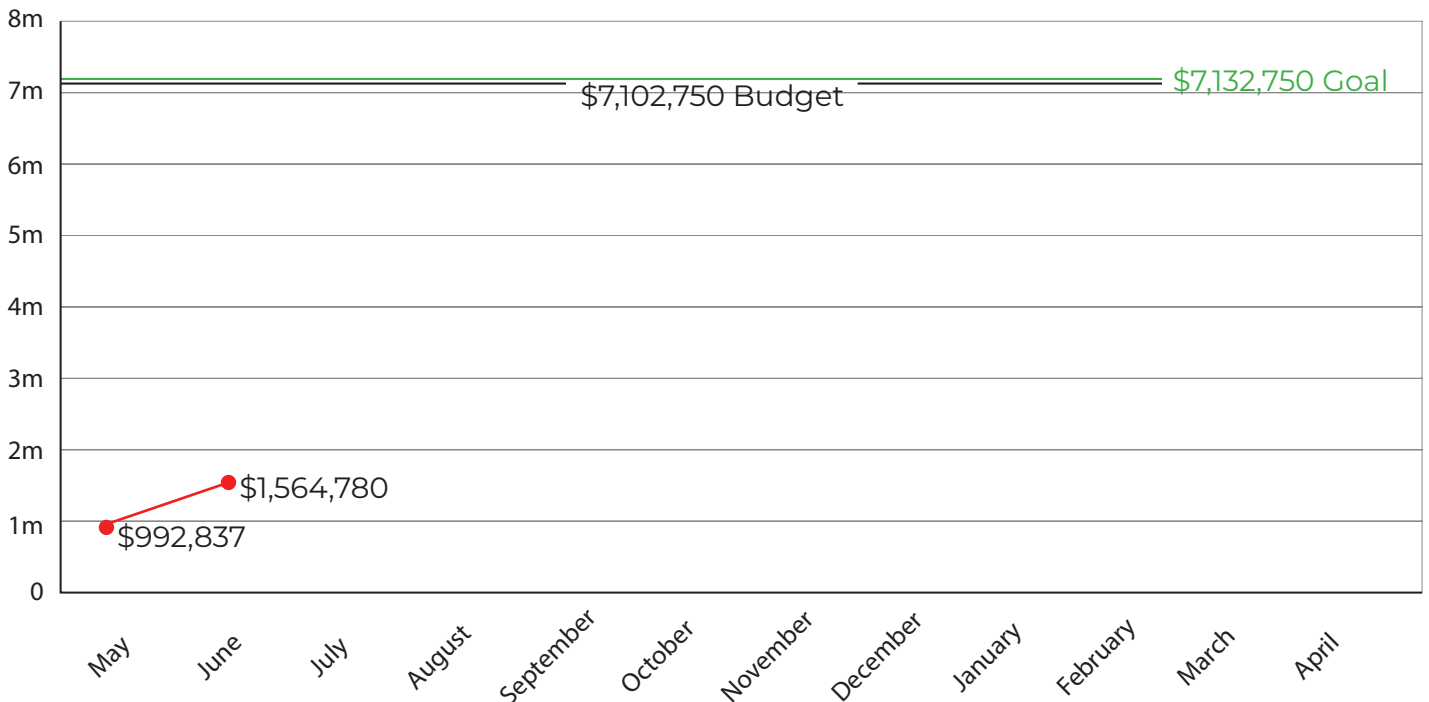
- A Partner with Gateway for a special inclusive event.
  1. \_\_\_\_\_
- B Create 3 new successful inclusive programs.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- C Complete 25 recommended ADA facility and park upgrades.

1 25

## 4. TEAMWORK

COMPLETE?

- A Develop and implement a customer service representative digital passport.
- B Complete 5 in-house improvement projects with a total of \$10,000 cost savings.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
- C Exceed revenue budget by \$30,000 between the General, Recreation, & Tennis Funds.  
(\*Excludes Property and Replacement Taxes, Investment Income, and Overhead Revenue)





# OBJECTIVES AND KEY RESULTS

## 5. COMMUNITY ENGAGEMENT

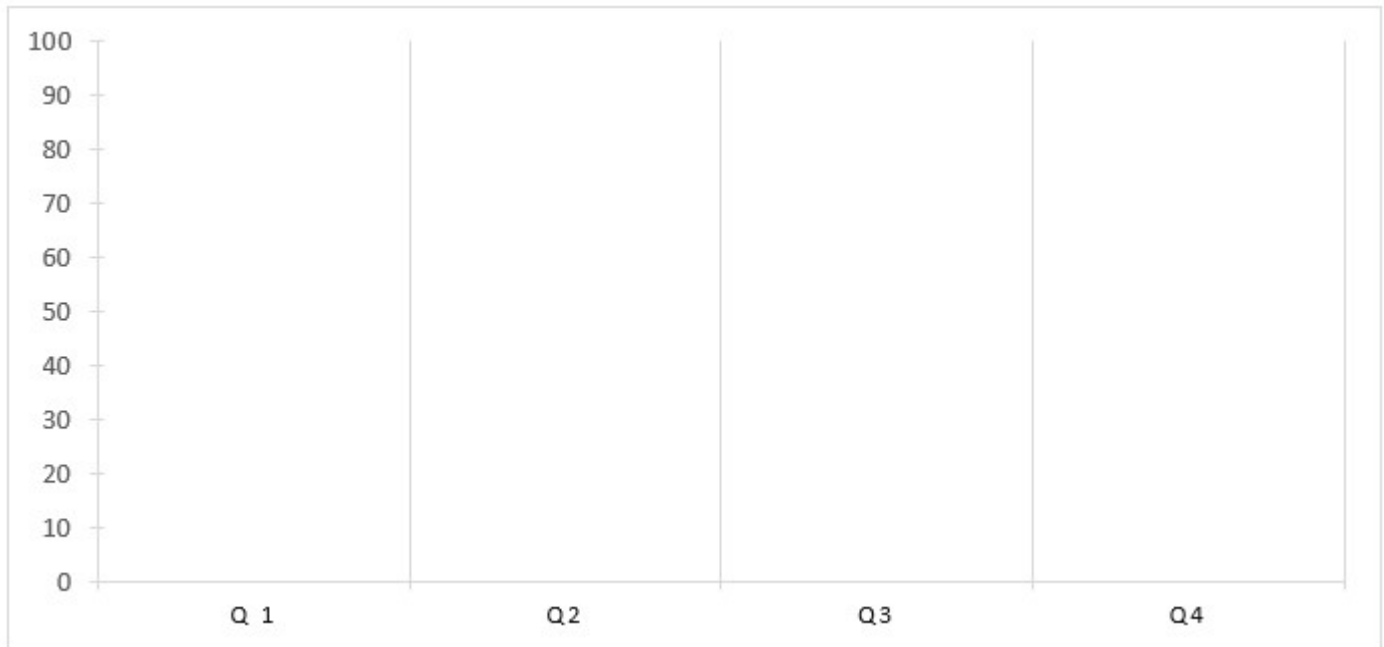
COMPLETE?

- A Collect feedback from 500 In-District participants through focus groups, public forums, surveys and evaluations. Implement 5-10 recommendations.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_
  4. \_\_\_\_\_
  5. \_\_\_\_\_
- B Host two new events for the community to attend without registration fee.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
- C Create a Youth Advisory Task Force and implement 3 recommendations.
  1. \_\_\_\_\_
  2. \_\_\_\_\_
  3. \_\_\_\_\_

## 6. OPEN COMMUNICATION

COMPLETE?

- A Implement audio recording at Board Meetings.
- B Submit Government Finance Officers Association (GFOA) Budget Application and address feedback for resubmission.
- C Create an OBPD quarterly newsletter tracking engagement to increase each quarter.



**May 1, 2025 - April 30, 2026**

<b>Employee Status</b>	<b>Accomplish 6 of 6 OKR's</b>
Part-Time <400 Hours Annually	No Bonus PTO hours
Part-Time 400-999 Hours Annually	Cash payout of 8 PTO hours
Part-Time 1000-1,500 Hours Annually	Cash payout of 16 PTO hours
*CPI & Full-Time 1,501 and Greater Hours Annually	Credit of 24 bonus PTO hours. Hours do not roll forward into the subsequent fiscal year.

\*CPI employees and full-time employees with 20 or more years of service, can elect to receive a pay-out of any bonus PTO hours awarded to them. Each hour is paid out at \$20.00 an hour.



# Memo

To: Board of Commissioners  
From: Bob Johnson, Deputy Director  
Date: July 15, 2025  
Re: Board Report

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## Parks

- Parks, Maintenance, Tennis, and the Custodian Departments attended the PDRMA Lifting & Handling Training hosted by Athletico. The training focused on body mechanics and proper techniques for lifting and carrying items used by the staff in these departments.
- Additional solar-powered lights have been installed in the Dean Nature Sanctuary parking lot, along with a hardwired light positioned near the gate arm. The new lights will increase illumination at the entrance and parking lot.
- Athletic turfgrass repairs have been made to the south soccer fields at Central Park. Natural grass fields are susceptible to wear and tear with heavy use, and the staff has done a great job performing the restoration.
- Repairs have been completed on the poured-in-place surfacing at the Sandlot Playground. Once the repairs have been fully cured, staff will apply a sealcoat to enhance durability and protect the surface material from excessive wear.
- Mulch was added to the landscape beds at the front of the Family Recreation Center, Tennis Center, Central Park West, and Oaks Amphitheater. Staff continue to remove weeds and keep the landscape looking great.

## Aquatics and Maintenance

- A new fire sprinkler line was added under the mezzanine deck at the maintenance garage per fire code.
- New ethernet wire was installed throughout the administrative offices, the fitness studios, and meeting spaces to support the new network-connected phones in those spaces.
- The Maintenance Staff conducted training with Aquatic Managers and Head Guards on proper monitoring, operation of pumps, and refilling chemicals for safe pump room operations. In addition, the Managers have attended two July in-service training to review staff scheduling, in-services, customer services, and proactive safety measures when for large groups and at capacity days.
- Splash Island is now open one hour earlier on Saturdays and Sundays (9:00am) for those that live within the park district boundaries. Proof of residency is required.

## Facilities

- The Custodian Team replaced the current square folding card tables that were at their end-of-life and replaced with new, updated models. These new tables are well suited for Pioneer programming events and mini-training sessions due to their versatility and ease of setup. In addition, twenty new folding chairs were added to the inventory to accommodate fall and winter youth basketball league spectators.
- Fit Central received new fitness equipment storage units to keep items organized and easily accessible to members to maximize their workouts.
- The RFP for a solar Power Purchase Agreement was completed. Please see the agenda history.



# Oak Brook Park District

## Total Membership Packages/In-District Percentage

2025 Membership Package Data																				
	January					February					March					April				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	33	1	35	69	49%	39	3	41	83	51%	38	1	38	77	51%	38	1	37	76	51%
Family Recreation Center	678	168	939	1785	47%	678	143	946	1767	46%	659	168	919	1746	47%	659	170	919	1748	47%
SilverSneakers	262		1095	1357	19%	273		972	1245	22%	287		1012	1299	22%	288		1038	1326	22%
Renew Active	99		377	476	21%	102		320	422	24%	104		342	446	23%	107		352	459	23%
<b>Total Memberships</b>	<b>1072</b>	<b>169</b>	<b>2446</b>	<b>3687</b>	<b>34%</b>	<b>1092</b>	<b>146</b>	<b>2279</b>	<b>3517</b>	<b>35%</b>	<b>1088</b>	<b>169</b>	<b>2311</b>	<b>3568</b>	<b>35%</b>	<b>1092</b>	<b>171</b>	<b>2346</b>	<b>3609</b>	<b>35%</b>
2025 Membership Package Data																				
	May					June					July					August				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus	38	1	37	76	51%	38	1	37	76	51%										
Family Recreation Center	671	166	923	1760	48%	681	163	954	1798	47%										
SilverSneakers	293		1058	1351	22%	295		1092	1387	21%										
Renew Active	107		367	474	23%	109		380	489	22%										
<b>Total Memberships</b>	<b>1109</b>	<b>167</b>	<b>2385</b>	<b>3661</b>	<b>35%</b>	<b>1123</b>	<b>164</b>	<b>2463</b>	<b>3750</b>	<b>34%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
2025 Membership Package Data																				
	September					October					November					December				
	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate	In District	Corporate	Out of District	Total	% In District with Corporate
Central Park Campus																				
Family Recreation Center																				
SilverSneakers																				
Renew Active																				
<b>Total Memberships</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	

2024 Membership Package Data												
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
Total CPC Memberships	70	71	72	74	78	74	74	73	76	75	78	78
Total FRC Memberships	1240	1313	1361	1407	1470	1501	1515	1506	1527	1594	1618	1638
Total SilverSneakers	735	785	818	855	888	918	953	1008	1040	1075	1096	1119
Total Renew Active	240	256	280	294	305	320	328	337	350	362	377	390
<b>Total Memberships</b>	<b>2285</b>	<b>2425</b>	<b>2531</b>	<b>2630</b>	<b>2741</b>	<b>2813</b>	<b>2870</b>	<b>2924</b>	<b>2993</b>	<b>3106</b>	<b>3169</b>	<b>3225</b>
2024 Membership Package Data												
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec
In-District	33%	33%	32%	32%	32%	32%	32%	31%	31%	31%	31%	31%
Out-of-District	67%	67%	68%	68%	68%	68%	68%	69%	69%	69%	69%	69%



Oak Brook Park District  
First on the 1st

2025 First on the 1st Data						
	January	February	March	April	May	June
	In District	In District	In District	In District	In District	In District
Daily Fee		22	8	25	4	4
Central Park Campus						
Family Recreation Center		1			3	3
<b>Membership Total</b>		23	8	25	7	7
	July	August	September	October	November	December
	In District	In District	In District	In District	In District	In District
Daily Fee	12					
Central Park Campus	2					
Family Recreation Center	6					
<b>Membership Total</b>	20					





# Oak Brook Park District Aquatic Rental/Programming Revenue Report

Aquatic Usage/Financial Report Parties and Rentals														
FY	Month	May	June	July	August	September	October	November	December	January	Feb	March	April	TOTALS
24-25	Uses	28	59	42	10	15	25	22	21	32	35	36	34	<b>359</b>
	Parties	\$11,844	\$19,665	\$12,626	\$2,879	\$8,091	\$8,646	\$8,591	\$8,830	\$11,417	\$13,355	\$11,043	\$9,874	<b>\$126,861</b>
	Rentals	\$3,124	\$13,558	\$11,442	\$870	\$1,425	\$3,963	\$3,190	\$1,638	\$5,088	\$4,118	\$8,282	\$7,330	<b>\$64,028</b>
	TOTAL	\$14,968	\$33,223	\$24,068	\$3,749	\$9,516	\$12,609	\$11,781	\$10,468	\$16,505	\$17,473	\$19,325	\$17,204	<b>\$190,889</b>

25-26	Uses	36	51											<b>87</b>
	Parties	\$15,467	\$19,622											<b>\$35,089</b>
	Rentals	\$5,050	\$10,722	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$15,772</b>
	TOTAL	\$20,517	\$30,344	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	<b>\$50,861</b>

Swim Lesson					
FY	Season	SUMMER	FALL	W/S	TOTAL
24-25	Registrations	835	882	918	<b>2,635</b>
	Private	\$36,882	\$33,024	\$42,898	<b>\$112,804</b>
	Group	\$55,371	\$61,670	\$72,217	<b>\$189,258</b>
	TOTAL	\$92,253	\$94,694	\$115,115	<b>\$302,062</b>

25-26	Registrations	779			<b>779</b>
	Private	\$30,140			<b>\$30,140</b>
	Group	\$20,937			<b>\$20,937</b>
	TOTAL	\$51,077	\$0	\$0	<b>\$51,077</b>

Swim Team						
FY	Season	SUMMER	FALL	WINTER	SPRING	TOTAL
24-25	Registrations	40	72	71	52	<b>235</b>
	Revenue	\$10,147	\$21,376	\$17,932	\$10,166	<b>\$59,621</b>

25-26	Registrations	42				<b>42</b>
	Revenue	\$9,432				<b>\$9,432</b>

Unfinished Business



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: WIZARD FOOTBALL CLUB AGREEMENT**

**AGENDA NO.:** 7 A

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:**

Brian Dewolf, Superintendent of Recreation:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The District desires to provide an opportunity for the use of the fields when not in use by the District and to develop financial means for Park District improvements.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

An agreement between Wizard FC and the Park District will have multiple benefits for the District such as:

- 1.) The Club has highly credentialed and experienced professional trainers and coaches.
- 2.) The 501c3 Club is an experienced operator and manager of a highly rated youth soccer program. It fields 31 youth soccer teams, including 17 boys' teams and 14 girls' teams from ages U8 – U19, including some of the most developmentally advanced and competitive boys' and girls' youth soccer teams in the country, and multiple teams have represented the United States in World Youth Cup play in Europe.
- 3.) The Club provides soccer-related athletic and sports opportunities to students in grades K-12, many of whom are residents of the District.
- 4.) The Club has previously had an agreement with the District from 2020-2025, and this agreement would be from 2025-2030.

In exchange for the proposed licensed use of the athletic fields, the Wizard Football Club has agreed to pay \$100,000 each year for five years, and Capital Contribution Fees of a total of \$400,000 for the improvement of fields.

**ACTION PROPOSED:**

A Motion (and a Second) to approve the Wizard Football Club Agreement.

**LICENSE AND USE AGREEMENT  
CENTRAL PARK FIELDS  
OAK BROOK PARK DISTRICT-- WIZARD FOOTBALL CLUB**

This LICENSE AGREEMENT (“**Agreement**”) is made as of this 16th day of June, 2025 (“**Effective Date**”), by and between the OAK BROOK PARK DISTRICT, DuPage County, Illinois, an Illinois park district (“**District**” or “**Park District**”), and WIZARD FOOTBALL CLUB, an Illinois not-for-profit corporation (“**Licensee**”). District and Licensee are hereinafter sometimes referred to individually as a “**Party**,” and together as the “**Parties**.”

**RECITALS**

- A. District owns, operates, manages, and controls certain real property located at 1315 Kensington Rd., Oak Brook, Illinois, and 1450 Forest Gate Rd., Oak Brook, Illinois (“**Central Park North Fields**” or “**Fields**”).
- B. District plans to develop the Central Park Fields into a first-class soccer facility containing a variety of structures, facilities, and recreational amenities, including several natural grass and synthetic turf soccer/athletic fields (the “**Facilities**” or “**Improvements**”).
- C. District has identified times when certain portions of Central Park Fields, including those more particularly described below, will not be needed or useful for District purposes.
- D. Licensee is organized to promote the healthy physical and mental development of the youth who reside in Oak Brook and surrounding communities through soccer.
- E. The Board of Park Commissioners of the District (“**Park Board**”) has determined that the best interests of the District and the public will be served by the grant of a license to Licensee to use those portions of Central Park Fields identified below for the purposes designated herein and at such times as outlines in this Agreement, in exchange for good and valuable consideration.

**NOW, THEREFORE**, for and in consideration of the mutual promises hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are hereby incorporated in this Agreement, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith. All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

**2. License Granted: Licensed Uses.** Subject to the terms and conditions of this

Agreement, District hereby grants Licensee, and Licensee hereby accepts and agrees to exercise, during the term of this Agreement, the following rights and privileges (“**License**”):

- (a) Licensee will have right to use Central Park North Field 1, 2, 3, 4, 7, 8, 9A, as well as the Synthetic Turf Field as shown on the Site Plan (“**Site Plan**”) attached to this Agreement as **Exhibit A**, on the dates and during the times set forth in the “**Master Use Schedule**,” attached to this Agreement as **Exhibit B**, for the sole and limited purposes of conducting the soccer programming, training, practice, games and league play set forth in **Exhibit B**, as approved by the District pursuant to the procedures and schedules set forth herein;

The foregoing portions of Central Park North Fields and the Synthetic Turf Field that Licensee has the right to use are hereinafter collectively referred to as the “**Licensed Property**,” and the foregoing rights of use and access are hereinafter sometimes collectively referred to as the “**Licensed Uses**.” Licensee shall not use the Licensed Property for any activities or uses except the Licensed Uses, without the District’s prior written consent. District reserves and shall have the right to use and to permit others to use the Licensed Property at any time that it is not in use by Licensee, whether as set forth in the Master Use Schedule, attached hereto as **Exhibit B**, or pursuant to notice from Licensee as hereinafter provided.

Licensee shall notify District if Licensee will not be using any portion of the Licensed Property which Licensee is scheduled to use under the Master Use Schedule (“**Scheduled Use**”). Such notice shall be given as far in advance of the Scheduled Use as is practicable by telephone and in accordance with the notice provision in Paragraph 23 of this Agreement, it being the intent of the Parties that the Licensed Property may be used by District or by third parties that are authorized by District, whenever it is not in use by Licensee, notwithstanding that it was made available to Licensee under the Master Use Schedule.

**3. Term of License.** The initial term of this Agreement shall commence upon August 1, 2025 (“**License Commencement Date**”) and shall, unless terminated earlier as provided pursuant to Paragraph 21 of this Agreement, run for a continuous period of five (5) years, ending on July 31, 2030 (“**Initial Term**”). Any agreed-to extensions of the License term beyond the Initial Term shall be upon the same terms and conditions stated in this Agreement, unless otherwise agreed by the Parties. On or before July 31, 2029, the Parties agree to enter into discussions regarding extension of the license granted hereunder. Neither Party shall have the exclusive right to extend or renew this Agreement or the License granted herein.

**4. License Fees and Capital Contribution Fees.**

(a) **License Fees:** As consideration for the field use granted by this Agreement, Licensee shall pay to District an annual license fee (“**License Fee**”). The annual License Fee for years one (1) through five (5) of this Agreement shall be One Hundred Thousand Dollars (\$100,000), payable on April 30 of 2026, September 15 of 2026, August 1 of 2027, 2028, and 2029.

(b) **Capital Contribution Fees:** As consideration for use of the Central Park Field Improvements, Licensee shall pay to District a capital contribution fee (“**Capital Contribution Fee**”). The Capital Contribution Fee shall be in addition to the annual License Fee set forth in

subsection (a) above. The Capital Contribution Fee for years one (1) through five (5) of this Agreement shall be as follows:

- (i) April 1, 2027: One Hundred and Twenty-Five Thousand Dollars (\$100,000).
- (ii) April 1, 2028: One Hundred and Twenty-Five Thousand Dollars (\$100,000).
- (iii) April 1, 2029: One Hundred and Twenty-Five Thousand Dollars (\$100,000).
- (iv) April 1, 2030: One Hundred and Twenty-Five Thousand Dollars (\$100,000).

(c) Licensee shall pay to District additional capital contributions upon mutual agreement of the amounts and the purposes therefor.

(d) The Parties acknowledge and agree that a portion of the Capital Contribution Fee is for Licensee's use of a synthetic turf field, which will be made available to Licensee. In the event the synthetic turf field is not installed, the amount of the Capital Contribution Fee shall be equitably adjusted.

**5. Tournaments.** To assist Licensee in paying District the required License and Capital Contribution Fees, District agrees to allow Licensee to conduct a series of soccer tournaments on the Licensed Property, commencing in 2025 (the "**Tournament(s)**"). Any such tournaments shall be operated at Licensee's sole risk, liability, and expense, and Licensee shall defend and indemnify District from and against all claims, losses, and damages arising from said tournaments, and District shall have no liability arising therefrom. A schedule of Licensee's tournaments and related details is set forth in **Exhibit C**. The Parties recognize and acknowledge that other fields may be required from time to time for certain Tournaments.

**6. Marketing, Sponsorships and Naming Rights.** The names "Central Park Athletic Fields North" and any associated names, logos, trademarks, or copyrights are the property of the District (the "**District Marks**"). Licensee may be granted a non-exclusive right to use the District Marks in conjunction with providing the uses, services, and benefits upon prior written approval of the District. Any Licensee use of the District Marks shall be non-assignable and nontransferable, shall inure solely to the benefit of the Park District, and shall cease upon termination or expiration of this Agreement for any reason. The District will provide normal promotion and mention of Licensee's services in its publications. Any additional advertising of Licensee's services by the District may be done by the District in its discretion at Licensee's expense.

**7. Rights and Duties.**

(a) Licensee: Licensee shall pay the District for all utility costs. Any alteration after completion of the Central Park North Improvements shall be the sole responsibility and expense of Licensee, but only after Licensee has received written approval of the Park District. The District will provide one (1) set of permanent goals including nets for the fields described in Exhibits A and C, garbage cans, and corner flags. Licensee shall provide all additional equipment necessary to conduct its programming. Licensee shall provide District with audited Financial Statements on an annual basis not less than thirty (30) days following each annual anniversary of the License Commencement Date; provided that in the event Licensee is unable to complete its audited annual Financial Statements by such date, the District shall agree to an extension for good cause shown. Licensee shall not install or place any equipment on Park District property outside of the Licensed Property without the District's prior approval. Licensee shall clearly display its company name

and logo at the Licensed Property to distinguish itself from the District; provided that all signage and signage location shall be approved by the District in its sole discretion prior to installation. District's signage shall be primary on all signage. Licensee will conduct authorized programming as described herein on the Licensed Property during the Hours of Operations set forth in the Master Schedule. Licensee shall also work with the District's existing recreational programs and District staff to provide a quality training and development experience to a wide range of participants. Licensee will provide a summary of the offering of programs, services, uses and benefits that it has provided at the end of each- season (along with prices including taxes if applicable). The summary should include specific league information, coaching clinics, exhibitions, tournaments, merchandising, concessions, if applicable, and all other uses, services and benefits. Licensee shall provide qualified and sufficient staffing for all operations. Licensee shall provide additional staff during large events held at the Fields such as tournaments, exhibitions, special events, and other Fields events. Licensee agrees that Licensee's personnel shall provide services in a courteous, business-like and efficient manner. Designated Park District employees may require individual Licensee personnel to modify behavior if such behavior is determined to be in violation of this Agreement, District policies or applicable law. Licensee's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided. At all times during the license term, Licensee shall maintain the Licensed Space and all surrounding area in a clean, neat, orderly and safe condition. Licensee shall collect and properly dispose of trash in receptacles. The garbage area must be always kept clean by Licensee during Licensee use. Boxes must be broken down and placed in the appropriate containers. Licensee shall comply with all laws governing the safe storage and use of all equipment. Licensee shall comply with all applicable federal, state and local laws, rules, regulations and requirements ("Legal Requirements") in the operation of the Fields, including but not limited to all applicable sanitation, business licensing, safety, and employment Legal Requirements and any other Legal Requirements necessary for the Licensee to provide the uses, services and benefits at the Fields as provided in this Agreement . Licensee is responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the term of its services with the District.

(b) District: The District may: 1) sell merchandise as it deems appropriate; and 2) authorize other third-party organizations to sell merchandise on the Fields during special events such as sports/recreational tournaments, exhibition events and other Park District-sponsored or sanctioned events held at the Fields. The District will perform or cause to be performed all mowing, fertilizing, herbicide and pesticide application, and field striping, all to Park District standards. The District shall have the right to enter the Fields and to operate programming and recreation and leisure activities that do not interfere with Licensee's use. The District shall conduct inspections of the Licensed Property as it sees fit.

(c) Damage to Licensed Property: In the event that all or any portion of the Licensed Property is damaged during any Licensed Use (except when the damages are caused by the willful and wanton acts of the District), the District shall make any and all required repairs. Licensee will pay one hundred percent (100%) of the District's costs and expenses incurred to make the necessary repairs within thirty (30) days of receipt of an invoice from the District for its costs and expenses if the damage was caused by the Licensee. Licensee shall further pay the District the sum of \$500 per day for each day that all or any portion of the Licensed Property is inoperable due to said damages by Licensee, within thirty (30) days of receipt of a statement from the Park District setting forth the number of days that the Licensed Premises or any portion thereof were inoperable or unusable. The Parties acknowledge and agree the sums payable under this subparagraph shall constitute liquidated damages and not penalties and are in addition to all other rights of the Park District including pursuit of all remedies for breach of contract. The Parties further acknowledge that the amount of loss or damages likely to be incurred by Park District is incapable of precise estimate or difficult to estimate, and the amount specified herein bears a reasonable relationship to and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with Licensee's damages to the Licensed Premises. Licensee's obligations under this subsection 7(c) shall not apply to normal wear and tear or damage resulting solely from climate conditions or use by parties other than Licensee. Licensee's obligations under this section shall continue in full force and effect after termination of this Agreement for any reason.

**8. Intentionally deleted.**

**9. Compliance with Laws; Manner of Use.** Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Uses. Licensee shall conduct, and cause its members, employees, officers, and invitees to conduct, any Licensed Uses in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Property or Central Park North Fields which is directly or indirectly forbidden by law, ordinance, or government regulations, or which may be dangerous to life, limb or property, or which may increase District's insurable or uninsurable risk or liability. Licensee shall cooperate with District and the Oak Brook Police Department, and shall strictly follow all public safety requirements regarding its conduct of the Licensed Uses. Licensee shall provide adequate supervision during the conduct of the Licensed Uses.

**10. Condition of Property.** Except as otherwise specifically provided in this Agreement, District has not made, and by grant of the License hereunder does not make, any representations with respect to the suitability of Central Park North Fields or the Licensed Property for any purposes including but not limited to Licensee's intended purposes, it being acknowledged



and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting Central Park North Fields and the Licensed Property prior to its execution of this Agreement and prior to each use thereof by Licensee, its directors, officers, employees, agents, students and invitees, or any of them.

**11. Reservation of Rights.** In addition to the rights reserved by District under Paragraph 2, above:

- (a) District reserves for the exclusive use of its Park Board, officers, employees, agents, invitees, and the general public the remainder of Central Park Fields, other than the Licensed Property.
- (b) District and its Park Board, officials, employees, agents, invitees and the general public shall have the right to use Central Park Fields in any manner that does not unreasonably interfere with any Licensed Uses, including permitting the construction, maintenance and operation on, over or under Central Park Fields, of any public utility facility. District, its grantees, agents, and assigns shall have the right to enter upon the Licensed Property at any time(s) to inspect, maintain or repair the Licensed Property provided, that the District shall not unreasonably interfere with the Licensee's Licensed Use of the Licensed Property during the dates and times set forth in the Master Use Schedule. District's exercise or failure to exercise any of its rights under this paragraph shall not impose or create any responsibility or liability on District or affect, reduce or nullify in any way Licensee's obligations under the Agreement.

**12. Environmental Matters.**

- (a) At all times during the term of this Agreement, Licensee and its members, officers, employees, agents, and invitees shall use the License Property and any other portion of Central Park North Fields, in strict compliance with all applicable Environmental Laws (as hereinafter defined) and, without limiting the generality of the foregoing, shall not cause any Hazardous Materials (as hereinafter defined) to be brought onto, introduced to or handled on any portion of Central Park Fields or the Licensed Property in violation of such laws.
- (b) As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous or harmful to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR §972.101) or by the Environmental Protection Agency as hazardous substances (49 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) biohazardous waste (v) designated as "hazardous substances" pursuant to Section

311 of the Federal Water Pollution Control Act (33 U.S.C. §1321) or listed pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §§9601 et seq. or any other applicable Environmental Law.

- (c) As used in this Agreement, "Environmental Laws" means all federal, state and local environmental statutes, rules, regulations, ordinances, judicial or administrative decrees, orders or decisions, authorization or permits, and common law, including, but not limited to, the Resources Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701 et seq., the National Environmental Policy Act, 42 U.S.C. §§4321 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300 (f) et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources, including, without limitation, the preservation of wetlands, and all regulations pertaining thereto.
- (d) Licensee shall provide District with written notice (i) upon Licensee's obtaining knowledge of any potential or known violations of applicable Environmental Laws or the release or threat of release of any Hazardous Materials affecting any portion of the Licensed Property or the Central Park North Fields or (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Environmental Laws affecting any portion of the Licensed Property or the Central Park North Fields.

**13. Use of Licensed Property.** Neither Licensee nor any of its respective employees, agents, volunteers or assigns shall place, keep, store or otherwise permit to be placed, kept or stored on the Licensed Property, any equipment or materials, except during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Agreement. In the event that any Licensed Uses require Licensee or its employees or agents to use, place, locate or store any equipment or materials on the Licensed Property at any other time(s), Licensee shall obtain the written approval of District prior to each instance in which Licensee seeks to use, locate, or store such equipment or materials on the Property, which approval may be conditioned on or subject to reasonable requirements. The District may grant Licensee the right to access Central Park North storage facility at times and in areas designated by the District and on other such terms as may be determined by the District in its sole discretion.

**14. Suspension of Use.** In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of the District or its park commissioners, officers, employees, agents, invitees or others, as determined by the District in its sole reasonable discretion, the District may immediately suspend Licensee's activities hereunder until such condition has been remedied to the District's reasonable satisfaction in accordance with this Agreement. Licensee shall always comply with Zach's Law (430 ILCS 145/1 et seq.) during the Term of this Agreement.

**15. Waiver and Release of Liability.** Licensee shall conduct all Licensed Uses entirely at its own risk. Licensee acknowledges that District shall not provide any supervision, security or protection in connection with any Licensed Uses. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges District, and its park commissioners, officers, employees and agents from, all claims of every nature whatsoever, which Licensee may have at any time against District, its Park Board, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any Licensed Uses, the condition of Central Park North Fields or the Licensed Property, or use by District or Licensee of Central Park North Fields or the Licensed Property except claims that involve actions proximately caused by the willful and wanton conduct of District.

**16. Indemnification and Hold Harmless.** Licensee hereby indemnifies and shall defend and hold harmless the District, its park commissioners, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (the "Legal Expenses"), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any Environmental Laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, its employees, agents and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Property. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 17. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by District in enforcing the terms of this Agreement.

**17. Insurance to be Maintained by Licensee.** In addition to, and without limitation of, Licensee's obligations under Paragraphs 16 and 17 above, and at no cost to District, Licensee

shall obtain and keep in full force and effect for so long as any claim relating to any Licensed Uses legally may be asserted, comprehensive general liability and property damage, and business auto liability insurance written to include the coverages for not less than the minimum limits (or greater if required by law) set forth in **Exhibit D** attached to and incorporated by reference in this Agreement. Prior to commencement of any of the Licensed Uses, Licensee shall obtain and deliver to District a certificate of insurance naming District as an additional insured.

**18. No Property Interest.** This Agreement and the License granted hereunder do not convey to, or create in favor of, Licensee, any legal or equitable title or property interest in whole or in part to Central Park North Fields or any portion thereof, including the Licensed Property; it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Licensee to use the Licensed Property on and subject to the terms and conditions hereof. Licensee expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer is not applicable to this Agreement and Licensee expressly waives any and all rights to which Licensee might otherwise be entitled under said laws.

**19. Assignment Prohibited.** Licensee shall not assign, transfer, or otherwise convey to any person or entity whatsoever any of its rights or duties under this Agreement, in whole or in part, or otherwise permit the use of the Licensed Property or any portion thereof, by any person contrary to the provisions of this Agreement.

**20. Termination.** District reserves the right to terminate the License and any and all rights and privileges hereby granted to Licensee under this Agreement immediately upon notice to Licensee in the event:

- (a) Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after Licensee's receipt of written notice of such breach. Notwithstanding the foregoing, and depending upon the nature of the breach, the District reserves the right, in its sole discretion, to suspend the License until such time as Licensee has cured said breach or has provided the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise as a result of said breach. If Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described above may apply, District may pursue any and all legal and equitable remedies.
- (b) District receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Licensee's conduct of any Licensed Uses on, or use of, all or any part of the Licensed Property. Notwithstanding the foregoing, in the event the District receives notice of an alleged violation, and depending upon the nature of said violation, the District may elect, in its sole discretion, to suspend the License until such time as the alleged violation has been fully adjudicated by the proper official or other authority. The District may also elect, in its sole discretion, to allow Licensee to continue its Licensed Uses under

this Agreement provided that Licensee provides the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise if the alleged violation is substantiated. If the Park District elects to suspend the License after receipt of notice of an alleged violation, and said violation is later determined to be unfounded, the term of this Agreement shall be automatically extended for a period of time equal to the length of the suspension.

- (c) District is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
- (d) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.
- (e) The Licensed Property is taken by another governmental body through the exercise of its powers of eminent domain.
- (f) The Licensed Property, Central Park North Fields or any portion(s) thereof, become subject to any tax
- (g) The Board of Park Commissioners of the District is unable to, or abandons its plans to construct the Improvements.

District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Property in furtherance of its park and recreation purposes, which would preclude the continuation of any Licensed Uses, in which event District will give Licensee not less than six (6) months prior written notice. In the event that this Agreement is terminated by District because District requires any of the Licensed Property in furtherance of its park and recreation purposes prior to an anniversary date, Licensee shall be entitled to a refund in an amount equal to the License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License.

The indemnification and hold harmless obligations and all other obligations of Licensee accruing prior to the expiration or termination of this Agreement or the License granted Licensee hereunder shall survive the expiration or termination of the Agreement or License.

Licensee reserves the right to terminate the License immediately upon notice to District in the event:

- (a) District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after District's receipt of written notice of such breach. If District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described

above may apply, Licensee may pursue any and all legal and equitable remedies.

- (b) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.
- (c) The Licensed Property, Central Park North Fields or any portion(s) thereof become subject to any tax
- (d) The Board of Park Commissioners of the District is unable to, or abandons its plans to construct the Improvements.

Neither Party shall be liable for any consequential damages incurred by the other Party. Except for claims arising from District's willful and wanton conduct, in no event shall District's aggregate liability, if any, exceed the sum total of the License Fee paid during the six month period immediately preceding the accrual of such liability.

**21. No Implied Waiver of District's Rights.** No waiver of any rights which District has in the event of any default or breach by Licensee under this Agreement shall be implied from District's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

**22. Notices.** Notices shall be deemed properly given on the date received if given in writing and either (a) hand delivered; or (b) sent by facsimile transmission before 5:00 pm; or (c) sent by email before 5:00pm; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail. Notices sent by fax or email after 5:00pm shall be deemed delivered on the first day after transmission.

If to Licensee:

John A. Roberts  
Chief Operating Officer  
Wizard Football Club  
420 N. Vine Street  
Hinsdale, Illinois 60521  
Tel: (312) 356-5114

E-Mail: [JARoberts@Venable.com](mailto:JARoberts@Venable.com)

If to District:

Dr. Laure Kosey  
Executive Director  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523  
(630) 990-4233

E-Mail: [lkosey@obparks.org](mailto:lkosey@obparks.org)

With a copy to:  
[sadams@robbins-schwartz.com](mailto:sadams@robbins-schwartz.com)

**23. Contingencies** The duties of the Parties shall be contingent upon issuance of all

required zoning and construction permits to construct the improvements as set forth in the Site Plan attached as **Exhibit A**.

**24. Miscellaneous.**

- (a) This instrument contains the entire Agreement between the Parties with respect to Licensee's use of the Licensed Property and cannot be modified except by a written notice dated subsequent to the date hereof and signed by both Parties.
- (b) This Agreement is intended solely for the benefit of the Parties, and is not intended, and should not be construed, as creating any rights in favor of, or any duties or obligations to, any third party.
- (c) Nothing contained in or implied from any provision of this Agreement, including but not limited to Paragraphs 16 and 17, is intended to constitute or shall constitute a waiver of the rights, defenses and immunities provided or available to District under applicable Illinois law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- (d) Licensee shall pay all of District's costs, charges and expenses, including the Legal Expenses incurred by District in enforcing Licensee's obligations under this Agreement, or which are incurred by District in any litigation, negotiation or transaction, in which Licensee causes District, without District's fault, to become involved or concerned.
- (e) District shall pay all of Licensee's costs, charges and expenses, including the Legal Expenses incurred by Licensee in enforcing District's obligations under this Agreement, or which are incurred by Licensee in any litigation, negotiation or transaction, in which District causes Licensee, without Licensee's fault, to become involved or concerned.
- (f) No receipt of money by District from Licensee, after the termination of this Agreement or License, or after the services of any notice, or after the commencement of any suit, shall renew, reinstate, continue or extend the term of this Agreement or the License granted hereunder or affect any such termination notice or suit.
- (g) Headings of sections in this Agreement are for convenience of reference only and do not limit or affect the construction or interpretation of the provisions of this Agreement.
- (h) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Lease shall be commenced in the Circuit Court of DuPage County, Illinois.
- (i) If any clause, phrase, provision or portion of this Agreement or the application thereof

to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.



**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

**DISTRICT:**

**OAK BROOK PARK DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LICENSEE:**

**WIZARD FOOTBALL CLUB**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**  
**SITE PLAN**

# OAK BROOK PARK DISTRICT

## SOCCER FIELDS LAYOUT



**Exhibit B**  
MASTER USE SCHEDULE

Hours of Operations:

- i. Turf Field Schedule – **Spring Season**
  - Beginning March 16, 2026, March 15, 2027, March 20, 2028, March 19, 2029, and March 18, 2030, and ending the second Sunday of June 2026, 2027, 2028, 2029, and 2030
    - Mondays: 4:00pm-7:15pm
    - Tuesdays: 7:15pm-10:30pm
    - Wednesdays: 4:00pm-7:15pm
    - Thursdays: 7:15pm-10:30pm
    - Fridays: 4:00pm-7:15pm
    - Saturdays: 2:00pm-8:00pm
    - Sundays: 8:00am-2:00pm
  
- ii. Grass Field 1 (11v11), Field 2 (11v11), Field 3 (9v9), Field 4 (9v9), Field 7 (7v7), Field 8 (7v7), Field 9a (5v5) Schedule – **Spring Season**
  - Beginning April 6, 2026, April 5, 2027, April 3, 2028, April 2, 2029, and April 1 2030, and ending the second Sunday of June 2026, 2027, 2028, 2029, 2030
    - Mondays: 4:00pm-10:30pm
    - Tuesdays: 4:00pm-10:30pm
    - Wednesdays: 4:00pm-10:30pm
    - Thursdays: 4:00pm-10:30pm
    - Fridays: 4:00pm-10:30pm
    - Saturdays: 8:00am-10:30pm
    - Sundays: 8:00am-10:30pm
  
- iii. Turf Field Schedule – **Fall Season**
  - Beginning August 18, 2025, August 24, 2026, August 23, 2027, August 21, 2028, and August 20, 2029, and ending the second Sunday of November 2025, 2026, 2027, 2028, and 2029
    - Mondays: 4:00pm-7:15pm
    - Tuesdays: 7:15pm-10:30pm
    - Wednesdays: 4:00pm-7:15pm
    - Thursdays: 7:15pm-10:30pm
    - Fridays: 4:00pm-7:15pm
    - Saturdays: 2:00pm-8:00pm
    - Sundays: 8:00am-2:00pm
  
- iv. Grass Field 1 (11v11), Field 2 (11v11), Field 3 (9v9), Field 4 (9v9), Field 7 (7v7), Field 8 (7v7), Field 9a (5v5) Schedule – **Fall Season**

- Beginning August 25, 2025, August 24, 2026, August 23, 2027, August 21, 2028, and August 20, 2029, and ending the second Sunday of November 2025, 2026, 2027, 2028, and 2029
  - Mondays: 4:00pm-10:30pm
  - Tuesdays: 4:00pm-10:30pm
  - Wednesdays: 4:00pm-10:30pm
  - Thursdays: 4:00pm-10:30pm
  - Fridays: 4:00pm-10:30pm
  - Saturdays: 8:00am-10:30pm
  - Sundays: 8:00am-10:30pm
  
- v. Holiday hours must be approved and posted in advance. Seasonal hours will be required as directed by the Park District.
  
- vi. Licensee agrees that it will cooperate with the District and yield scheduled Field use time when the District requires a Field(s) for special programming purposes. In such event, the Park District shall provide Licensee with reasonable advance notice of the required dates and times for its control and use of the Field(s) for said special events. The Parties shall work together to make usage of alternate fields available to Licensee at no extra charge to Licensee.
  
- b) Any requested time outside of the fields, dates, and times listed in the above MASTER USE SCHEDULE, Licensee will be charged on a separate field rental permit using the following fee structure:
  - i. \$50/hour – Full Turf Field
  - ii. \$27.50/hour – Half Turf Field
  - iii. \$25/hour – Natural Grass Field
  - iv. \$35/hour – Light use
  
- c) If the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of the Central Park North Fields or the Improvements, the Park District shall not be liable to the Licensee for lost revenues or otherwise. Licensee shall have access to the Fields and Improvements only at such time as agreed to and authorized by the Park District

**EXHIBIT C**  
**Preliminary Tournament Schedule**

Spring Tournament Dates:

- May 15-17, 2026
- May 14-16, 2027
- May 19-21, 2028
- May 18-20, 2029
- May 17-19, 2030

Fall Tournament Dates:

- September 5-7, 2025
- September 11-13, 2026
- September 10-12, 2027
- September 8-10, 2028
- September 7-9, 2029

District agrees to allow Licensee to conduct a series of soccer tournaments on the Licensed Property commencing in 2020 on the dates set forth above (the “Tournaments”). Any such tournaments shall be operated at Licensee’s sole risk, liability, and expense, and Licensee shall defend and indemnify District from and against all claims, losses, and damages arising from said tournaments, and District shall have no liability arising therefrom.

Licensee will only be invoiced for the portable restroom order, any creation of additional soccer outside of the Park District field layout shown in Exhibit A, and staff hours worked during the weekend tournament. All other tournament fees will be included in the licensing fee.

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

Licensee shall obtain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, and its park commissioners, officers, employees, agents, and volunteers (collectively the "Additional Insureds") shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Licensee's insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to using the Licensed Property, Licensee shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. If the certificate does not provide for 30 days' written notice to District prior to cancellation or material change of any insurance referred to in the certificate, Licensee shall furnish such written notice to District by certified mail, return receipt requested, not less than thirty (30) days prior to cancellation or material change.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Licensed Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Agreement at District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the District, its park commissioners, officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 25-0721: AN ORDINANCE IMPLEMENTING THE PROVISIONS OF THE STATE OFFICIALS AND EMPLOYEES ETHICS ACT (5 ILCS 430/1 1 ET SEQ.)**

**AGENDA NO.: 7 B**

**MEETING DATE: JULY 21, 2025**

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION:

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners approved Ordinance 04-0510 An Ordinance Regulating the Political Activities of Officers and Employees of the Oak Brook Park District, Prohibiting the Solicitation and Acceptance of Certain Gifts by Such Officers and Employees and Adopting the State Officials and Employees Ethics Act on May 10, 2004.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Ethics Ordinance 25-0721 has been updated to align with the Illinois Attorney General's Model Ethics Ordinance and incorporates the role of an Ethics Advisor. Upon adoption, it will repeal Ordinance 04-0510.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Ordinance 25-0721: An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act.



**OAK BROOK PARK DISTRICT  
ORDINANCE NO. 25-0721**

**AN ORDINANCE IMPLEMENTING THE PROVISIONS OF THE STATE  
OFFICIALS AND EMPLOYEES ETHICS ACT (5 ILCS 430/1-1 ET SEQ.)**

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**RECITALS**

**WHEREAS**, the Illinois General Assembly has enacted and amended the State Officials and Employees Ethics Act (codified at 5 ILCS 430/1-1 et seq.), which regulates ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

**WHEREAS**, the Act requires all units of local government and school districts to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

**WHEREAS**, it is the intention of the Act to require units of local government to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

**WHEREAS**, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution.

**NOW, THEREFORE, BE IT ORDAINED** By the Board of Park Commissioners of The Oak Brook Park District, as follows:

**ARTICLE 1 – DEFINITIONS**

Section 1-1. For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code (10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory

time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code (10 ILCS 5/9-1.4).

"Employee" means a person employed by the Oak Brook Park District, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Oak Brook Park District.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, 3 or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.

(6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.

(7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.

(8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

(9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.

(10) Preparing or reviewing responses to candidate questionnaires.

(11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.

(12) Campaigning for any elective office or for or against any referendum question.

(13) Managing or working on a campaign for elective office or for or against any referendum question.

(14) Serving as a delegate, alternate, or proxy to a political party convention.

(15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

(1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;

(2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;

(3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or

(4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

## **ARTICLE 5—PROHIBITED POLITICAL ACTIVITIES**

### Section 5-1. Prohibited political activities.

(a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Oak Brook Park District in connection with any prohibited political activity.

(b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

(c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any

benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.

(d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.

(e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

### **ARTICLE 10—GIFT BAN**

Section 10-1. Gift ban. Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions. Section 10-1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss business.
- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the

individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.

(8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.

(9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.

(11) Bequests, inheritances, and other transfers at death.

(12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100. Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts. An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

### **ARTICLE 15— ETHICS ADVISOR**

Section 15-1. The Executive Director, with the advice and consent of the Park Board shall designate an Ethics Advisor for the Oak Brook Park District. The duties of the Ethics Advisor may be delegated to an officer or employee of the Oak Brook Park District.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the Oak Brook Park District concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Park Board.

## ARTICLE 25—PENALTIES

### Section 25-1. Penalties.

(a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.

(c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.

(d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the Oak Brook Park District by filing in the circuit court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt.

A violation of Article 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for the Oak Brook Park District, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

(e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

## **SECTION 6: REPEALER – EFFECT OF OTHER ORDINANCES AND POLICIES OF THE DISTRICT**

This Ordinance repeals Oak Brook Park District's Ordinance No. 04-0510 an Ordinance Regulating the Political Activities of Officers and Employees of the Oak Brook Park District, Prohibiting the Solicitation and Acceptance of Certain Gifts by such Officers and Employees and Adopting the State Officials and Employees Ethics Act. This Ordinance further repeals and any and all other ordinances, resolutions or enactments pertaining to prohibited political activity or gift bans in conflict herewith, to the extent of such conflict. The Park District may from time to time impose restrictions on political activities and additional gift ban regulations stricter than those contained in this ordinance.

## **SECTION 7: EFFECT OF AMENDMENT BY GENERAL ASSEMBLY**

Any amendment to the Act that becomes effective after the effective date of this Ordinance and is made applicable to Illinois park districts shall be incorporated into this Ordinance by reference and shall be applicable to the solicitation, acceptance, offering and making of gifts, and to prohibited political activities. However, any amendment that makes its provisions optional for

adoption by units of local government shall not be incorporated into this Section by reference without formal action by the Park Board.

**SECTION 8: SEVERABILITY**

If the Illinois Supreme Court declares the Act unconstitutional in its entirety, then this Ordinance shall be repealed as of the date that the Illinois Supreme Court’s decision becomes final and not subject to any further appeals or rehearings. This Ordinance shall be deemed repealed without further action by the Park Board if the Act is found unconstitutional by the Illinois Supreme Court.

If the Illinois Supreme Court declares part of the Act unconstitutional but upholds the constitutionality of the remainder of the Act, or does not address the remainder of the Act, then the remainder of the Act as adopted by this Ordinance shall remain in full force and effect; however, that part of this Ordinance relating to any part of the Act found unconstitutional shall be deemed repealed without further action by the Park Board.

**SECTION 9: EFFECTIVE DATE**

This Ordinance shall be in full force and effect upon its passage and approval by the Board of Park Commissioners.

**PASSED AND APPROVED THIS 21st DAY OF JULY, 2025, PURSUANT TO A ROLL CALL VOTE AS FOLLOWS:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**BOARD OF PARK COMMISSIONERS  
OAK BROOK PARK DISTRICT  
DuPage and Cook Counties, Illinois**

By: \_\_\_\_\_  
Sharon Knitter, President

**ATTEST**

By: \_\_\_\_\_  
Laure Kosey, Secretary

**(SEAL)**



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: SECTION 1.1 – ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL REVISIONS**

**AGENDA NO.: 7 C**

**MEETING DATE: JULY 21, 2025**

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners last approved the Administrative Policies and Procedures Manual on January 20, 2025.

After board discussion, the current revisions were rescinded.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The revisions included adding a new eligibility requirement for Board officer positions, updating the ordinance included as Appendix A upon adoption, and clarifying the rules for attending meetings remotely.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Section 1.1 – Administrative Policies and Procedures Manual Revisions.





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## 1.1. Rules of the Board of Park Commissioners

The Board of Park Commissioners of the Oak Brook Park District (the "Board") shall operate in accordance with the Illinois Park District Code, 70 ILCS 1205/1 *et seq.* (the "Park District Code") and all applicable local, state and federal laws, rules and regulations (collectively "state and federal law(s)"). The following rules shall also govern the operation and conduct of the Board (the "Rules"). Should any conflict arise between any provision or policy included in these Rules and any state and federal law(s), the applicable state and federal law(s) shall govern and control.

### I. MEETINGS

A. Generally. All regular, rescheduled, public and special meetings of the Board shall be posted and open to the public as provided in the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.* ("Open Meetings Act").

B. Regular Meetings.

1. A schedule of all regular schedule Board meetings for the calendar year shall be made available at the beginning of each calendar year in accordance with the Open Meetings Act ("Annual Meeting Notice"). The Board shall hold its regular meetings on the third (3rd) Monday of each month, at 6:30 p.m., at the Oak Brook Park District Recreation Center, or at such other time and location as may be specified in the Annual Meeting Notice, unless a regular meeting is rescheduled as provided in Paragraph B.2 of this Section.

2. If a majority of the Commissioners approves any changes to the Board's regular meeting dates set forth in the Annual Meeting Notice, the Executive Director shall provide at least ten (10) days' notice of such change by publication in a newspaper of general circulation in the District. Notice of such change shall also be given to all Commissioners and to any news medium that has annually requested notice of meetings, and by posting notice of such change at the District's Administration Office of the Family Recreation Center and the District's website. R

C. Annual Meeting

The annual meeting of the Board of Park Commissioners shall be conducted in May in each year during the Board's regularly scheduled meeting, at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road, Oak Brook, 60523.

D. Special Meetings. In accordance with the Park District Code, special meetings of the Board may be initiated at the request of the President or any two Commissioners. At least forty-eight (48) hours before such a special meeting, the Executive Director shall provide notice of the date, time, place and agenda for such special meeting to all Commissioners and to any news medium



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that has annually requested notice of meetings, and shall post notice of such meeting at the District's Recreation Center and on the District's website.

E. The Executive Director or their designee shall be responsible for providing notice of all regular, special and rescheduled meetings in accordance with the requirements of the Open Meetings Act.

F. Agenda. The Executive Director is responsible for the preparation of the agenda for all Board meetings including committee meetings. A Board packet for the regular Board meeting including the meeting agenda, will be provided (delivered or emailed) to all Commissioners no less than 48 hours in advance of the meeting, or otherwise in accordance with the Open Meetings Act. The agenda shall also be sent to any news medium that has annually requested notice of meetings and shall notice of such meeting shall be posted at the District's Recreation Center and on the District's website.

G. Quorum. Three members of the Board or committee physically present at the location of a lawfully scheduled and noticed open or closed meeting, shall constitute a quorum for each Board or committee meeting and for the transaction of business. The affirmative vote of 3 Board members is necessary to adopt any motion, resolution, or ordinance, unless a greater number is otherwise required by any law.

H. Closed Meetings. By a vote of a majority of the Commissioners present, the Board or any Board committee may hold meetings closed to the public or close a portion of any meeting to discuss matters exempted from public discussion under the provisions of the Open Meetings Act. Any such closed meetings shall be scheduled, conducted, and recorded in accordance with the Open Meetings Act. No final action may be taken at a closed meeting.

I. Commissioner Attendance by Other Means. If a quorum of the members of the Board is physically present, a majority of the Board may allow a member to attend the meeting by video or audio conference, but only in accordance with the requirements of the Open Meetings Act and the following requirements:

1. The member is prevented from physically attending because of (i) personal illness or disability; (ii) employment purposes or the business of the District; (iii) a family or other emergency; or (iv) unexpected childcare obligations. The Board may also conduct meetings remotely in the event the Governor or Illinois Department of Public Health has issued a disaster declaration related to public health concerns pursuant to 5 ILCS 120/7(e).

2. The member notifies the Board secretary before the meeting unless advance notice is impractical.



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3. All required notice of the meeting has been provided as required by the Open Meetings Act.

4. The member participating remotely and other Board members must be able to communicate clearly and effectively, and members of the audience must be able to hear all communications.

5. Minutes of any such meeting must: a) record the Board's vote authorizing the Board member to attend by video or audio; and b) reflect and state specifically whether each Board member is physically present, present by video, or present by audio means. The minutes shall include any statements made or vote taken by the absent member who participated in the meeting by video or audio conference.

~~6. No Board member may attend by video or audio conference more than three (3) times in any twelve (12) month period; provided that, a meeting conducted by the Board remotely due to the issuance of a disaster declaration shall not be counted in determining the number of meetings attended by video or audio conference.~~



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II. COMMISSIONERS

ROLE

The role of the Park District Board Commissioner is to serve the patrons of the Oak Brook Park District by understanding the needs of the community and by providing strategic direction and support to staff to meet those needs.

TERM OF SERVICE

The Park District Board Commissioner is elected by residents within the Oak Brook Park District's jurisdictional boundaries to serve a 6-year term. A Commissioner may be reelected to serve an unlimited number of 6-year terms.

RESPONSIBILITIES

The responsibilities of a Park Board Commissioner shall include but are not limited to the following:

- Communicate with the public to gain an understanding of their needs to ensure the Park District is meeting those needs.
- Help set a strategic direction that adopts goals relating to the vision and mission of the District.
- Adopt policies based on well researched guidance from the Executive Director that allow the District to run efficiently, effectively, legally and ethically.
- Be well versed on the Park District's mission, services, policies and programs.
- Be an advocate for the District by identifying personal connections, networks and partnerships to secure financial resources and influence public policy to achieve its mission.
- Follow conflict of interest and confidentiality policies of the Board and assist the Board in carrying out its fiduciary duties.
- Promote the image of the District.
- Monitor the finances of and protect the assets of the Park District.
- Develop a solid understanding of laws, policies, and procedures associated with Board service.
- Board members are expected to attend scheduled meetings, thoroughly review board packets and related materials in advance, and actively participate in discussions to fulfill their decision-making responsibilities effectively.



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- Elect Board Officers – President, Vice President, Secretary and Treasurer.
- Attend and participate in special events and District functions.
- Hire, terminate, supervise, evaluate and support the Executive Director.
- Attend Board retreats, in-service workshops, required training, and participate in other Board development activities.
- Comply with the Code of Ethics and Conduct as set forth in the Rules and adhere to all other policies set forth in this Manual.

#### TRAINING

Board members shall develop a solid understanding of laws, policies, and procedures associated with serving on the Board, including but not limited to:

- Rules of the Board of Park Commissioners as set forth in this Section 1.1 of the Manual;
- Park District Code;
- Open Meetings Act;
- Freedom of Information Act;
- State Officials and Employees Ethics Act;
- Local Government Travel Expense Control Act; and The District’s Non-Discrimination and Sexual Harassment Policies

### III. BOARD ETHICS AND CODE OF CONDUCT

The following Ethics and Code of Conduct (“Code of Conduct”) are the rules of behavior by which the Commissioners shall abide including the principles, standards and ethical expectations that Commissioners must meet as they interact with and on behalf of the District.

#### A. ETHICS

Board members are expected to be of high moral and ethical character and work together as a team to serve the community by delivering top quality park and recreational opportunities. Each Board member is expected to act in the best interests of the District and be free of outside influence and self-interests. In accordance with this policy, Board members will educate themselves about and comply with all other federal, state and local laws, regulations, and



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ordinances applicable to the conduct of the Park District's elected officials. These include but are not limited to, the Open Meetings Act (5 ILCS 120/1 *et seq.*), the Public Officials Prohibited Activities Act (50 ILCS 105/0.01 *et seq.*), the State Officials and Employees Ethics Act (5 ILCS 430/1-1 *et seq.*), the Government Ethics Act (5 ILCS 420/1-101 *et seq.*), the official misconduct and public contracts provisions of the Illinois Criminal Code (720 ILCS 5/1-1 *et seq.*), the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), the District's own Ethics Ordinance 04-0510 (See **Appendix A**), and any and all other applicable conflicts of interests provisions, whether established by federal, state or local laws or by common law.

The patrons of the Oak Brook Park District are entitled to fair, ethical, and accountable local government. To maintain this, the Board commits to the following principles:

1. **Act in the Public Interest**

Board members shall serve the common good of the public, ensuring fair and equal treatment of all persons and transactions. Board members shall be motivated only by a desire to serve the citizens and the District. Board members represent all residents of the District and should avoid representing special interest groups.

2. **Comply with Laws**

Board members shall comply with all applicable federal, state, and local laws in conducting their public duties. The Board, as a whole, is the legal corporate authority of the District. As an individual, a Board member has no legal authority to determine policy, give directions to District personnel, to act or speak for the Board unless specifically authorized to do so by official Board action, or to expend funds or incur liability of the District.

3. **Exemplary Conduct**

Board members shall maintain exemplary professional and personal conduct, avoiding even the appearance of impropriety. Board members shall refrain from abusive behavior, personal accusations, or verbal/physical attacks against others.

4. **Respect for Process**

Board members will work with the Executive Director and shall perform their duties according to established processes and rules, ensuring meaningful public involvement and orderly policy implementation. Board members should respect the Board's commitment to implement its policies through the Executive Director and to rely on the Executive Director to handle the administrative and operational functions of the District.

5. **Respect for Time**

Spend time in Board Meetings on strategic planning, policies, and procedures, not on operational details that are the Executive Director's responsibility.

6. **Board Meetings**

Board members shall prepare for and focus on the business at hand, listen attentively, and avoid disrupting meetings.



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**7. Commitment to Attendance and Preparation**

Board members are expected to attend scheduled meetings, thoroughly review Board packets and related materials in advance, and actively participate in discussions to fulfill their decision-making responsibilities effectively.

**8. Merit-Based Decisions**

Board members shall base decisions on the merits of the matter at hand, not on unrelated considerations.

**9. Transparent Communication**

Board members shall disclose any substantive information received outside the public decision-making process before considering the matter.

**10. Conflict of Interest**

Board members shall avoid using their positions to influence decisions in which they have a material financial interest or personal relationship, disclosing conflicts and recuse themselves from all discussion, deliberation and vote taken about the issue as required by applicable state and federal law.

**11. No Gifts or Favors**

Board members shall not accept gifts or favors that might compromise their judgment or actions.

**12. Confidentiality**

Board members shall respect the confidentiality of certain information and not use it for personal gain. Board members shall respect the confidentiality appropriate to issues of a sensitive nature and maintain the confidentiality of matters discussed in closed session unless the discussion is contained in the minutes of the closed session and the Board has voted to release the minutes of the closed session to the public.

**13. Use of Public Resources**

Board members shall not use public resources for private gain or personal purposes.

**14. Representation of Private Interests**

Board members shall not represent private interests before the Board or any committee of the District.

**15. Advocacy**

Board members shall represent official policies when authorized and clearly distinguish personal opinions from those of the Board or District.

**16. Unity**

In the discharge of their duties, Board members act collectively as a Board not as individuals. Board members should abide by the majority vote of the Board and support the determination of that majority. A Board member should not speak for the Board unless authorized to do so by the Board. Board members should align themselves with Board policies, goals, and objectives.

**17. Policy Role**

Board members shall respect the governance structure and not interfere with



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administrative functions or staff duties.

**18. Positive Work Environment**

Board members shall support a positive and constructive workplace for District employees and the public

**19. Non-Discrimination; Non-Harassment Policy** –Board members shall comply with the District’s non-discrimination non-harassment policies.

**B. CONDUCT**

This section outlines the rules of conduct by which the Commissioners shall abide with respect to each other, District staff, constituents, and others when representing the Oak Brook Park District. The guiding principle is "respect."

**1. Board Member Conduct with One Another**

While Board members have diverse backgrounds, values, and goals, Board members share a common commitment to the community. Board members must therefore respect each other and maintain a professional demeanor toward each other and work collectively, prioritizing the best interests of the Park District. The following are guidelines for Board member’s conduct with one another:

**a) In Board Meetings:**

- **Use Formal Titles:**  
Refer to each other formally (e.g., President, Vice President, Treasurer, Commissioner).
- **Practice Civility and Decorum:**  
Criticism should be respectful and constructive. Avoid abusive, slanderous, or threatening comments or actions.
- **Honor the President's Role:**  
Support the Board President in maintaining order and focus during meetings. Follow parliamentary procedure to voice objections.
- **Effective Problem-Solving:**  
Demonstrate how diverse views can lead to compromises benefiting the community.

**b) In Private Encounters:**

- **Maintain Respectful Behavior:**  
Show the same respect in private as in public discussions.
- **Be Mindful of the Freedom of Information Act:**  
Treat voicemails, emails and any method of communication as potentially being subject to disclosure in response to a FOIA request.





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- **Recognize Public Presence:**  
Board members' actions and words may be publicly scrutinized, and private conversations can become public.

## 2. Board Member Conduct with District Staff

Effective governance relies on cooperation between Board members and staff. Mutual respect between Board members and staff is essential. The following are guidelines for Board member's conduct with Park District staff:

- **Treat Staff as Professionals:**  
Board members shall exercise professionalism in all interactions with staff. Board members must communicate with and treat all District staff equally and without impartiality or bias.
- **Do Not Disrupt Staff:**  
Be respectful of staff's time and avoid interrupting the Executive Director and other District staff during their work unless an emergency exists. To the extent possible, schedule meetings in advance.
- **Avoid Public Criticism:**  
Do not criticize staff publicly or directly; address any direct or indirect concerns regarding District staff privately with the Executive Director.
- **No Political Solicitation:**  
Do not solicit political support from staff. Staff may support candidates as private citizens outside of work hours and the workplace.

## 3. Board Conduct with the Public

Board members are expected to maintain professionalism at all times when representing the Park District in public settings.

### a) Board Member Conduct in Board Meetings:

- **Be Welcoming:**  
Make the public feel welcome at Board meetings. Show respect and professionalism to all speakers. While questions for clarification are allowed, the primary role during the Open Forum is to listen.
- **Be Fair and Equitable:**  
The Board President will announce time limits at the start of Open Forum, which is generally five minutes per speaker. Respect the speaker's time to speak.
- **Active Listening:**  
Actively listen to any speaker at a Board meeting, attempt to make eye contact with the speaker and avoid disrupting the speaker or otherwise engage in any display of



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disrespect.

- **Maintain an Open Mind:**

Allow individuals of the public to challenge or provide constructive criticism regarding the Board's decisions, policies, or general governance. Board members may ask for clarification from the speaker but avoid debate and argument.

- **No Personal Attacks:**

Avoid personal attacks in any circumstance. Be mindful of body language and tone of voice to prevent appearing intimidating, harassing, or aggressive.

- **Follow Rules Established for Open Forum:**

Review and be knowledgeable regarding the Rules Established for Open Forum. .

- **Calm and Focused Discussions:**

If speakers become flustered or defensive, the Board President is responsible to maintain order and decorum. Board members may ask questions to clarify or expand information the speaker is providing but should not engage in debate with the speaker.

**b) Board Conduct in Unofficial Settings:**

- **Confidentiality**

Board members shall respect the confidentiality appropriate to issues of a sensitive nature and maintain the confidentiality of matters discussed in closed session unless the discussion is contained in the minutes of the closed session and the Board has voted to release the minutes of the closed session to the public.

- **Make No Promises:**

Board members must always keep the best interests of the District in mind and conduct themselves accordingly. Board members represent all residents of the District and should avoid representing special interest groups. When asked about Board actions or opinions, provide a brief overview, if appropriate and subject to any confidentiality requirements, and refer to staff for further information. Do not promise specific actions or outcomes on behalf of the Board or staff. Board members should also avoid making public promises or statements regarding their votes or position on an issue prior to an official meeting.

- **Avoid Personal Comments:**

Board members may disagree on an issue but should abide by the majority vote of the Board and support the determination of that majority. Board members should align themselves with Board policies, goals, and objectives. Board members should not publicly make derogatory comments about other Board members.

- **Remember Your Role:**

Board members are constantly observed by the community, and it is important to act with professionalism, honesty and respect, always reflecting the dignity of the position.



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**4. Elected and Appointed Officials' Conduct with the Media**

a. The Executive Director is the official spokesperson for the Park District matters. If an individual Board member is contacted by the media, the Board member should direct the requester to the Executive Director or the Board's designated spokesperson.

b. Under some circumstances it may be appropriate for the Board President or a designated Board spokesperson to speak to a media representative about a matter with which that Board member has particular experience or expertise.

If the Board member chooses to engage with the media, they should be clear about whether their comments represent the official Park District position or a personal viewpoint. The following is also recommended:

i. Do not make statements "off the record." Most members of the media follow journalistic ethics and can be trusted to keep their word but one poor experience with an unethical journalist can be catastrophic. Words that are not said cannot be quoted.

ii. Choose Words Carefully and Cautiously

Comments taken out of context can cause problems. Be especially cautious about humor, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.



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C. COMPLAINT PROCESS

**1. Eligibility**

In the event a Park Board Commissioner is in violation of the Code of Conduct as provided herein or has otherwise engaged in misconduct, any Park Board Commissioner is eligible to file a complaint against another Commissioner (“Complaint”).

**2. Guidelines** - Complaint against any Commissioner shall be managed as follows:

- a) Complaint is filed and the procedure set forth in Section 3 is followed.
- b) Commissioner Due Process Rights. The named Commissioner in the Complaint shall have the following rights in the Complaint process:
  - The opportunity to respond to the substance of the Complaint;
  - The opportunity to address any and all witnesses;
  - The opportunity to review and respond to any and all documents related to the Complaint;
  - The opportunity to have a Hearing, as defined below, on the allegations set forth in the Complaint; The opportunity to participate in any informal resolutions; and
  - The opportunity to speak to the nature of any sanctions sought to be imposed if and to the extent the Board determines sanctions are appropriate, as provided for herein.
- c) Neither the Commissioner making the Complaint in good faith nor the Commissioner against whom the Complaint is directed shall be subjected to any unjust treatment.
- d) The Board and the Commissioner named in the Complaint may agree to an extension of time needed to comply with the Complaint procedures set forth herein .
- e) The Commissioner filing the Complaint may submit a written request to amend or withdraw their Complaint at any time.

**3. Procedures**

- a) Complaints will be processed in the following manner, within the stated time limits:
- b) **Step I: Initial Complaint**
  - The Complaint shall be presented to the Board President.
  - Within ten (10) working days from the date of the conduct complained of, or as soon thereafter as practicable, considering the Board’s meeting schedule, the Board President shall present the Commissioner named in the Complaint with the written Complaint,.



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- After presenting the Complaint to the accused Commissioner, the Board President will convene a closed session within 30 days or at the next available Board Meeting, whichever occurs first, in accordance with Section 2(c)(1) of the Open Meeting Act, 5 ILCS 120/2(c)(1), for purposes of discussing the Complaint as set forth in Step II.

**Step II: Presentation of Complaint/Hearing with the Board**

- The Complaint will be presented in a closed session, at a time determined by the Board President (“Initial Closed Session Meeting”). The accused Commissioner shall be given no less than twenty-four (24) hours’ prior notice of Initial Closed Session Meeting. The Board President will present the Complaint to the entire Board. The accused Commissioner will then have an opportunity to respond to the Complaint. Only information pertinent to the Complaint shall be discussed at the Initial Closed Session Meeting.
- If the matter is not resolved upon this initial presentation and discussion of the Complaint, the matter shall be advanced to a formal Hearing before the Board, as provided in Step III.

**Step III: Sanction Procedures**

- In the event the Board determines the alleged violation in the Complaint warrants discipline of the Commissioner, the matter shall be scheduled for a hearing before the Board (“Hearing”). A Hearing in closed session shall be scheduled by the Board President at a time and date convenient for the accused Commissioner, however, in no event shall the Hearing be held beyond a period of thirty (30) days from the date of Initial Closed Session Meeting, unless good cause is shown for said extension.
- The Board President shall present the information and evidence relating to the Complaint. The accused Commissioner will then be afforded an opportunity to respond to the allegations in the Complaint and to provide and offer any information or evidence in support of his or her defense against the allegations in the Complaint. Thereafter, the Board will deliberate in the presence of the accused Commissioner and will determine whether or not sufficient information was provided to support the allegations in the Complaint and, if so, whether discipline of the accused Board Member is necessary and/or appropriate.
- When a violation is determined by a vote of two-thirds (2/3) of the entire Board, after affording the accused Commissioner an opportunity to be heard, the Board



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may impose discipline, as provided for herein. The discipline imposed shall be determined based upon the same two-thirds (2/3) vote of the Board. The Board can thereafter determine by a two-thirds (2/3) vote as to whether any discipline imposed shall be done in open or closed session meeting of the Board.

**Step IV: Decisions Final**

- It is understood that the decision, as reflected in a vote of two-thirds (2/3) of the entire Board shall be a final decision. The Board shall maintain all Board meeting minutes as required by law.

**4. Forms of Discipline:**

- The accused Commissioner will not be subject to discipline in the event a determination is made that the allegations in the Complaint were false or sanctions are otherwise not warranted.
- If after the Complaint and a Hearing is completed as outlined above, a determination has been made that the Commissioner violated the Code of Conduct, the Rules, or any state or federal law, the Board may impose a disciplinary action against said Commissioner. The determination to impose said sanction must be approved by a vote of two-thirds (2/3) of the entire Board. Corrective measures or discipline will be appropriate to the alleged violation, considering the facts and circumstances and applicable law. Such discipline may include but not be limited to the following:

**a. Oral Reprimand/ Censure**

**b. Written Reprimand**

- If the violation is more serious in nature or is a continuation of a previously determined violation.

**c. Meeting Suspension**

- If the violation is more serious in nature or is a repeat or continuation of a previously determined violation.



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## Oak Brook Park District Board of Commissioners

### BOARD MEMBER STATEMENT

As a Board member of the Oak Brook Park District Board of Commissioners, I agree to uphold the Code of Ethics and Conduct (“Code of Conduct”) set forth of Rules of the Board of Park Commissioners, Section 1.1 of the Oak Brook Park District’s Administrative Policies and Procedures Manual. In my role as a Board member, I agree to conduct myself in accordance with the Code of Conduct. In support and furtherance of this statement, I shall:

- Recognize the worth of individual Board members and appreciate their individual talents, perspectives, and contributions;
- Help create an atmosphere of respect and civility where individual Board members, staff and the public are free to express their ideas and work to their full potential;
- Conduct my public affairs with professionalism, honesty, integrity, fairness, and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the community;
- Avoid and discourage conduct which is divisive or harmful to the best interests of the Oak Brook Park District; and Treat all people with whom I come in contact in the way I wish to be treated.



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IV. BOARD OFFICERS

The officers of the Board of Park Commissioners shall be President, Vice President, Secretary, and Treasurer as prescribed by law, and such assistants and other officers as may be chosen by the Board.

All officers shall be elected by the Commissioners at the Board's annual meeting as provided in Section 1.C, and at such other times as a vacancy occurs. Officers shall hold office until the next annual meeting and until their successor is chosen. Vacancies may be filled by appointment by a majority of the remaining members of the Board at any Board meeting. In the case of the temporary absence or inability of any officer to act as such, the Board may fill the office *pro tempore*.

~~A Board member must have served a minimum of one (1) full year as a commissioner before being eligible to be elected as President, Vice President, or Treasurer. This ensures that elected officers possess sufficient familiarity with Board operations, responsibilities, and governance practices.~~

~~**Exception:** This requirement may be waived by a majority vote of the full Board if the Board determines that it is in the best interest of the Park District to do so. The motion to waive must be made prior to or at the time of nominations and must be approved by at least a simple majority of the seated commissioners.~~





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A. PRESIDENT:

The President of the Board is the presiding officer at all meetings of the Board and shall seek to include all Commissioners present in the Board's discussions at any meeting.

The President's vote shall be called for on all matters before the Board in the normal voting rotations with other Commissioners.

ROLE

The role of the President is to lead the Board of Commissioners in setting a strategic direction for the Park District to serve the needs of the community.

TERM OF SERVICE

The President is elected by the Board of Commissioners for a one-year term. A Commissioner may serve as President for an unlimited number of one-year terms.

RESPONSIBILITIES

The duties of the President shall include but not be limited to the following:

- Serve as presiding officer at all meetings of the Board and preserves order and decorum at those meetings.
- Facilitate discussion at the meeting and establish committees and appoint committee chairs as appropriate to address issues.
- Collaborate with the Executive Director to prepare the Board meeting agenda.
- Keep all Board members abreast of important issues affecting the District and schedule an annual Board evaluation.
- Appoint a temporary Secretary of the Board to serve in the absence of the Board elected Secretary.
- Enforce Board policies and monitor execution of all ordinances passed by the Board, all contracts approved by the Board and all other documents and papers of the District that by law require an official signature.
- Serve as the official liaison between the Board and the Executive Director, any staff member, and the District's attorney.
- Conduct an annual performance evaluation of the Executive Director.



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- Serve as the District’s spokesperson and official District representative to the Illinois Association of Park Districts and any other official legislative committee that will enhance the mission and vision of the District.
- Publish “*A Letter From The President*” in each of the District’s seasonal brochures summarizing the accomplishments of the District and progress being made on projects.

B. VICE PRESIDENT:

ROLE

The role of the Vice President is to perform the duties of the President in their absence.

TERM OF SERVICE

The Vice President is elected by the Board of Commissioners for a one-year term. A Commissioner may serve as Vice President for an unlimited number of one-year terms.

C. SECRETARY:

ROLE

The role of the Secretary is to serve as local election official and legislative liaison for the District and manage the correspondence, minutes, ordinances, orders and resolutions of the Board.

TERM OF SERVICE

The Secretary is elected by the Board of Commissioners for a one-year term. The Secretary may serve an unlimited number of one-year terms.

RESPONSIBILITIES

The duties of the Secretary shall include but not be limited to the following:

- Attend all meetings of the Board.
- In the absence of both the President and Vice President at a meeting in which a quorum of Commissioners is present, call the meeting to order and call for selection of a President pro tempore for that meeting by a majority vote of the Commissioners present at the meeting.
- Authority to administer oaths and affirmations.
- Oversee the taking, completion, and recording of all minutes, ordinances, orders and resolutions of the Board including recording and taking minutes of all closed sessions



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of the Board, as well as regulating the schedule of disposal of such recordings, and the release of closed meeting minutes to the public according to State law. Cause publication of all ordinances required to be published by statute.

- Sign all Board ordinances, resolutions and other official documents of the Board as needed, serve as official custodian of Board minutes, records and legal documents.
- Oversee the official correspondence of the Board.
- Serve as the legislative liaison of the Board, keeping in contact with legislators and informing the Board of legislative issues of interest to the Board.
- Work with the Executive Director to ensure a comprehensive records management system is in place so that the Board is in compliance with all local, state and federal reporting laws and regulations.
- Act as the Local Election Official for the District unless otherwise designated by the Board or Executive Director.
- Perform such other duties as usually pertain to the office, as required by law, or as delegated by the Board.

D. TREASURER:

ROLE

The role of the Treasurer is to monitor the financial policies of the District.

TERM OF SERVICE

The Treasurer is elected by the Board of Commissioners for a one-year term. A Commissioner may serve as Treasurer for an unlimited number of one-year terms.

RESPONSIBILITIES

The duties of the Treasurer shall include but not be limited to the following:

- Act as liaison between the Board and the Executive Director on financial matters of the District.
- Work with the Executive Director to develop and monitor the financial policies and reports, and annual budget and tax levy of the District.
- Sign all appropriate financial documents as needed.
- Perform such other duties as usually pertain to the office, as required by law, or as delegated by the Board.



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V. BOARD PACKET DISTRIBUTION

The Executive Director, in consultation with the Board President, is responsible for preparing the agendas for all Board meetings and Board committee meetings. The Executive Director shall cause the Board and the District's General Counsel to receive appropriate agenda materials no less than three (3) days before each meeting, including such items as the meeting agenda, explanatory materials related to items on the agenda, a schedule of accounts payable set for approval, an account of the District's income and expenditures, and monthly staff reports, as appropriate.

VI. ORDER OF BUSINESS

A. The order of business of the Board shall be as follows:

1. Call to Order and Roll Call
2. Open Forum
3. Consent Agenda
  - a. Approval of Agenda
  - b. Approval of Minutes
  - c. Approval of Financial Statements
  - d. Approval of Warrants
4. Communications/Proclamations (if any)
5. Staff Recognition
6. Reports
7. Unfinished Business
8. New Business
9. Enter Closed Session (if any)
10. Closed Session (if any)
11. Arise to Open Session (If a Closed Session is held)
13. Announcement of next regular meeting
14. Adjournment

B. No matter shall be presented to the Board for action at a regular meeting of the Board, unless such matter was first raised at a previous meeting, and placed on a future agenda by consensus of the Board; provided that this rule may be suspended in accordance with Section XII of these Rules.

Except as provided in these Rules, Commissioners shall generally present any requests for information from or direct the responsibilities of the Executive Director, any staff member, or the District's attorney at a meeting of the Board. If any such request is then approved by a majority of the Commissioners, the Executive Director, the staff member, or the District's attorney shall provide such information as exists to all Commissioners at or prior to the next meeting of the Board or, if the collection of information will require additional time, on such a date as determined by the Board at the recommendation of such persons. If there is a more immediate need for



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information from the Executive Director or any staff member or for an opinion from the District's attorney, the Commissioner requesting such information or opinion shall make their request to the Executive Director, who may seek the information or opinion immediately if the request is directly or indirectly related to discussions or direction already conducted or provided by the Board; however, if necessary to assure the Board's consensus, the Executive Director shall poll the Board for authorization to provide the requested information or opinion.

VII. VOTING

A. All Commissioners shall endeavor to vote aye or nay, except that a Commissioner may vote "abstain" or "present" when a conflict of interest exists which makes it improper under State law for the Commissioner to vote on the issue in question, or when the Commissioner determine that a vote of "abstain" or "present" is in the best interest of the District, and except that the Commissioners may act by a consensus of those present concerning matters for which a formal vote is not required by law, such as giving direction to the Executive Director, any staff member, or the District's attorney. The ayes, nays and abstentions shall be taken upon the passage of all ordinances, resolutions or motions, and as otherwise required by law, and shall be recorded in the minutes of the Board.

B. When requested by any two Commissioners, any motion submitted to the Board for a vote shall be reduced to writing before being voted upon.

C. The Board may, at any meeting, by unanimous consent, take a single roll call vote, by yeas and nays, on the several questions of the passage of any two (2) or more of the designated ordinances, orders, resolutions or motions that are placed together for voting purposes in a single group as part of a consent agenda. Instead of entering the names of the Commissioners voting yea and nay on the passage of each of the designated ordinances, orders, resolutions and motions included in the consent agenda, a single vote shall be entered in the minutes for the consent agenda. The taking of a single vote and the entry of the words "consent agenda" in the minutes shall be sufficient compliance with the requirements of this section of the Board's Rules. At the request of any individual Commissioner, an item may be removed from the consent agenda for further discussion and a separate vote. Items that may be placed on the consent agenda include, but are not limited to, approval of minutes, approval of monthly expenditures, approval of committee reports, and approval of ordinances, resolutions or policies previously discussed and on which there was a consensus of the Commissioners. Items that may not be placed on the consent agenda include but are not limited to bond ordinances, and ordinances, resolutions or policies on which no consensus has been reached by the Commissioners. If any item on the consent agenda requires a greater vote for passage than a majority vote of all elected Commissioners, the entire consent agenda must be approved by the required vote.

D. In general, a vote or action of the Board may be reconsidered at any time, so long as there are as many Commissioners present as when the vote was originally taken. However, if the District



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has already approved a contract or made a commitment to a third party based on a prior vote, and such party has reasonably relied on the Board's action, reconsideration will not be allowed. A motion to reconsider must be made by a Commissioner who voted on the prevailing side when the vote was originally taken. If there is a change in the membership of the Board, by appointment or election, except as otherwise provided herein, reconsideration of a previous vote may be initiated by motion of any Commissioner and approved by a majority of the Commissioners. Once a motion for reconsideration is defeated, it may not be renewed or reconsidered.

VIII. ADDRESSING THE BOARD

- A. Pursuant to the Open Meetings Act (5 ILCS 120/2.06(g)), any person shall be permitted an opportunity to address the Board under the rules established by the Board. This article establishes the rules governing public comment.
- B. Unless compliance is waived by the majority of the Board, all persons wishing to address the Board at a regular meeting of the Board shall do so in compliance with these Rules, which shall be posted at the sign-in table outside the meeting room:
  1. No person who is not a Commissioner shall address the Board at any meeting without the consent of the majority of Commissioners present, except during the "Open Forum" portion of the agenda. The President may, without consent of the Board, recognize the Executive Director, any staff member, or the District's attorney who is present at such a meeting to authorize him/her to speak to an issue then under consideration.
  2. Any person invited to appear before the Board, including, but not limited to, a consultant or contractor, may address the Board in accordance with these Rules.
  3. During the "Open Forum" portion of the agenda, any member of the public may address the Board; provided that all speakers shall comply with these Rules and with any rulings of the President:
    - a. Any person wishing to address the Board must provide their contact information on the sign in sheet provided before the start of the meeting so that the Board or the Board's designee may provide a response, if required, to the comments and/or questions presented by the speaker.
    - b. During "Open Forum", the President of the Board shall extend an invitation to individuals wishing to address the Board. Individuals desiring to speak shall seek to be recognized then, upon recognition, approach the podium in an orderly fashion, one speaker at a time, stating their name and the subject matter or issue concerning which the person wishes to address the Board.



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- c. Speakers will not be required to state their home address; however, the President may ask the speaker to state whether or not they are a resident of the Village.
  - d. All comments must be directed only to the President and the Board members, and not to any member of the audience or Park District Staff.
  - e. In no event shall any person addressing the Board be permitted to speak for more than five (5) minutes without the express permission of a majority of the Board.
  - f. A speaker that is representing, or speaking on behalf of, an individual, group, or association will not be allocated additional time regardless of whether they are speaking for or on behalf of multiple people.
  - g. A speaker may not yield time to another speaker.
  - h. All speakers should be respectful of the Board and the audience members, and should be courteous, polite, and civil.
  - i. Speakers shall refrain from harassing or directing threats or personal attacks at Board members, District staff, other speakers or members of the audience. If any person engages in obscene, defamatory speech, or speech that constitutes an imminent threat to the safety of the Board, or anyone else in attendance at the meeting, or the premises, the President may immediately suspend the person's opportunity to speak. The President's decision shall not be overturned except by a majority vote of two-thirds (2/3) of the Commissioners present. .
  - j. No speaker may engage in conduct that is disorderly and that disrupts or interferes with the ability of the Board to conduct the public meeting. Any person, who engages in disorderly conduct during a meeting may be ejected from the meeting upon motion passed by a majority of the Commissioners present, or in the event of an emergency, at the direction of the President.
  - k. The speaker must speak only from the specific location in the public meeting room designated by the rules contained herein or by the President.
4. Any person that the President determines is violating any of these Rules may be required to terminate their comments and vacate the podium or be subject to other action as deemed necessary by the President. Additionally, the President or a majority of the members of the Board may require a person who continues to violate these rules to leave the premises of the meeting.



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5. The President may interrupt a speaker in order to enforce these Rules, and may limit the comments or take the floor from any speaker who the President determines is violating these Rules.
  6. Before any member of the public addresses the Board during "Open Forum", the President of the Board may impose reasonable time limits on the time allowed for "Open Forum", and for each speaker who takes part therein, giving consideration to the probable number of speakers and to the hour.
  7. The President may limit repetitive statements. Whenever possible, groups seeking to address the Board shall consolidate their comments and avoid repetition by using representative speakers on their behalf.
  8. During the presentation and discussion of agenda items, the President will not recognize speakers in the audience unless the Board desires additional information from an audience member.
  9. The presiding officer may limit irrelevant, immaterial, or inappropriate comments of statements, and shall have the right to halt or suspend public comments if the rules are not being followed.
- C. Members of the public shall have no right to address the Board at any regular or special meeting that is closed to the public in accordance with the requirements of the Open Meetings Act.
- D. Robert's Rules of Order, as amended by the Park Board, is the recognized parliamentary authority of all Park Board meetings.

IX. RULES GOVERNING PUBLIC RECORDING OF MEETINGS

- A. Pursuant to the Open Meetings Act (5 ILCS 120/2.05), an individual from the public may record a Board meeting open to the public by tape, film or other means, subject to the rules as set for the by the Board for such recordings. The District's policy is to cooperate with representatives of the print and broadcast media and with other members of the public who wish to record public meetings of the Board by tape, film or other means, so long as said recordings are not disruptive to the meeting, and do not violate the rights of the members of the Board, District staff and the public.
- B. Any person desiring to tape, film or record by other means a Board or Committee meeting open to the public may do so subject to the following rules. It is the intent of the Park Board in adopting these rules to provide reasonable access and opportunity to persons desiring to tape, film or make such recordings by other means while at the same time avoiding disruption to and interference with the conduct of the meeting, including the deliberative process, or the ability of





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other persons attending the meeting to see or hear the proceedings, or the creation of unsafe conditions or damage to property.

1. All recording equipment must be in place prior to the commencement of the meeting.
2. No equipment, wiring or accessory may be affixed or attached to any District property without the prior consent of the Executive Director, which consent may be withheld at the discretion of the Executive Director.
3. No person taping, filming or recording the meeting by other means shall by position, location or movement of self or equipment materially interfere with or obstruct any person's view of the meeting or ability to hear the meeting.
4. No person taping, filming or recording the meeting by other means shall by position, location or movement of self or equipment materially block or obstruct access to or from the meeting or to or from the seating in the meeting or to or from any emergency exit in the meeting room or constitute a tripping or other hazard.
5. Equipment or devices used may not emit sounds that are distracting to members of the audience or the Board.
6. While the use of special lighting necessary to tape, film or record a meeting by other means is permitted, lighting that creates a glare or shines in the eyes of persons attending or participating in the meeting or is otherwise obtrusive or distracting is not permitted. The President of the Board may require that such forms of artificial lighting not be used.
7. All taping, filming, or recording equipment and wiring used shall conform to applicable electrical codes. No accessory shall be plugged in or attached to any electrical outlet if doing so would create a safety hazard.
8. Persons operating equipment necessary to tape, file or record the meeting by other means shall be given a reasonable opportunity to modify their actions in order to conform to these rules.
9. If any provision of these rules or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction, such judgment shall not affect or impair the validity of the other provisions of these rules or the application thereof to other persons and circumstances.

X. MINUTES



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A. The Recording Secretary appointed by the Board, or their designee, shall attend all meetings of the Board, whether open or closed, and shall keep a full record of the proceedings in accordance with the Open Meetings Act. The unofficial minutes of the preceding Board meeting shall be approved and accepted by the Board at the next regular meeting of the Board after any required corrections are made. . Approved minutes of all Board meetings shall be made available to the public in accordance with the Open Meetings Act and the Freedom of Information Act.

B. Minutes of Board and committee meetings, open or closed, shall be prepared in conformity with the Open Meetings Act, and at a minimum shall contain: (1) the date, time and place of the meeting;(2) the members of the Board recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and (3) a summary of discussion on all matters proposed and deliberated, and in the case of an open meeting matters decided, and a record of any votes taken.

C. The Recording Secretary shall be responsible to assure that a verbatim recording of any closed meeting of the Board is made, and the Executive Director shall be responsible to store all such recordings and the written minutes of closed meetings in a place that will maintain the confidentiality of such recordings and minutes until such time as the Board determines that they no longer require confidentiality and makes them available for public inspection or authorize their destruction pursuant to Section 2.06(c) of the Illinois Open Meetings Act.

D. Any Commissioner may review such minutes prior to the Board's approval of a resolution making any minutes of closed meetings available for public inspection. The District's Attorney shall review the minutes of all closed meetings every six (6) months and shall recommend to the Board that any such minutes that no longer require confidential treatment should be made available for public inspection.

XI. ROBERT'S RULES OF ORDER

Robert's Rules of Order, most recent edition, shall generally govern the deliberations of the Board, except when in conflict with any of the specific provisions of these Rules.

XII. SUSPENSION OF RULES

At any meeting of the Board, a majority of Commissioners present may consent to suspend any or all of these Rules for the entire meeting or for certain matters to be considered at that meeting.

XIII. AMENDMENT OF RULES

These Rules may be amended or repealed at any regular meeting of the Board; provided, however, that written notice of any such amendment or motion for repeal shall be provided to each Commissioner at a meeting preceding the meeting at which the amendment or motion to repeal is to be presented.



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XIV. PROSPECTIVE CANDIDATE INFORMATION

The Board recognizes that, as good leaders, the members of the Board should actively seek qualified residents of the District to run for a position on the Board. In addition, Board members should take an active role in training newly elected Board members. The District's staff shall prepare an information packet containing essential information to be made available to prospective candidates. Additionally, the Executive Director and a department head shall provide at least one informational session for prospective Board member candidates.

Upon adoption, Ordinance 25-0721: *An Ordinance Implementing the Provisions of the State Officials and Employees Ethics Act (5 ILCS 430/1 1 et seq.)* will be incorporated as Appendix A.

Approved by the Board of Commissioners: June 15, 2015  
Revisions approved by Board: August 15, 2016 Board Meeting  
Revisions approved by Board: February 17, 2020 Board Meeting  
Revisions approved by Board: April 19, 2021 Board Meeting  
Revisions approved by Board: October 16, 2023 Board Meeting - Sect IG1- Pursuant to Public Act 103-031  
Revisions approved by Board: August 19, 2024 Board Meeting

Approved by the Board of Commissioners: January 20, 2025



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: RFP FOR SOLAR PPA PROVIDER**

**AGENDA NO.:** 7 D

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:**

Deputy Director, Bob Johnson:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY(PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Since 2021, the district has considered installing a solar photovoltaic (PV) system of panels on the Family Recreation Center to generate electricity. At that time, the decision was made to postpone any such installation until the largest roof sections of the facility, upon which the solar array would be installed, had been replaced. In 2024, the three-phased roof replacement project was completed.

The district hired Belden Energy Solutions to assist with a public Request for Proposal (RFP) solicitation for a solar photovoltaic system on the Family Recreation Center. The RFP was available beginning on June 20<sup>th</sup> and concluding on July 9<sup>th</sup>. A total of three responses to the Request for Proposal were received from solar investors, including DSD Renewables, ForeFront Power, and Redaptive Capital. Redaptive Capital failed to provide responses to the solicitation other than a cost, so they are considered non-responsive. Please see the summary and recommendations for further detail.

The following documentation includes the responses from both ForeFront Power and DSD Renewables.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Staff reviewed the responses with Belden Energy Solutions and discussed the capabilities of each solar investor. Staff recommends accepting the proposal from ForeFront Power subject to successful contract negotiations for a Power Purchase Agreement between the Oak Brook Park District and ForeFront Power.

**ACTION PROPOSED:**

A motion (and a second) to accept the proposal from ForeFront Power subject to successful contract negotiations for a Power Purchase Agreement between the Oak Brook Park District and ForeFront Power.



## Oak Brook Park District Solar PV RFP Summary & Recommendations

### Introduction

At the request of the Oak Brook Park District Board, Belden Energy Solutions (BES) in conjunction with General Energy Corp. (GEC) solicited several solar PV finance companies for Power Purchase Agreement (PPA) proposals. GEC is the Engineering, Procurement and Construction (EPC) company that has conducted on-site assessments at the District's FRC facility.

PPA financing is unique in the sense that it not only offers long-term financing for a solar PV system, but the PPA agreement also provides ongoing O&M for the duration of the 15 to 25-year initial term.

Requests for proposals went out to six solar investment firms who have expressed an interest with recent projects BES/GEC has managed for other clients. The PPA proposal requests are not typical "sealed" bids whereby a specific project is well-defined by specifications that are not subject to further negotiations. In this type of RFP, the lowest bidder's price is deemed as the winning bid since all terms and conditions have been accepted as a pre-condition of the bidding process. The solar proposals follow a different path where PPA prices are subject to a variety of non-price issues that need to be evaluated by the District before selecting an approved solar investor. In addition, the PPA agreements are non-standard with customized terms & conditions negotiated between the parties.

### Summary

The BES/GEC sent the RFP directly to six solar investment companies that have expressed interest in financing mid-sized solar PV projects like the FRC project. In addition, the District posted a published notification of the RFP in a local newspaper. BES/GEC received three proposals back before the specified due date. Formal proposals were received from DSD Renewables, ForeFront Power, and Redaptive Capital. Besides a PPA rate, Redaptive did not provide any additional information requested in the RFP. Redaptive's PPA price indication was higher than DSD and ForeFront so no further analysis was provided. BES/GEC conducted all proposal reviews in an independent manner at arms-length from any bidder.

BES/GEC analyzed the DSD and ForeFront proposals since they provided substantial responses covering price and non-price attributes. BES/GEC created an Evaluation Matrix to categorize and rank responses in three general areas – 1.) Pricing, 2.) Company Experience/Capabilities and 3.) Financial Considerations. Pricing receives the most weighting (50 points) while Experience is weighted 20 points and Financial Considerations is weighted 30 points.

The Evaluation Matrix is attached for your review.

## Recommendations:

### ForeFront Energy

BES/GEC scored each proposal based on price and non-price attributes. While DSD has provided lower pricing, their RFP responses and past performance regarding financing/payment and project management have been below a level of expectation. Financing has become more critical in recent years due to abrupt changes in federal and state solar regulations. Sunnova Energy and Solar Mosaic are two prominent solar firms that have declared Chapter 11 protection. The Wall Street Journal noted continuing pressure on solar bond prices of several companies trading at 42¢ on the dollar for long term debt while some bond issuers have halted interest payments (July 11<sup>th</sup> print). In another recent Wall Street Journal article (July 3<sup>rd</sup> print), Sunnova was struggling to provide construction payments to numerous solar installers under contract to install Sunnova solar systems. DSD has experienced recent cashflow issues that resulted in missed scheduled payments to contractors. The missed payments create uncertainty, work stoppages and undo project delays. While DSD has assured us these problems are behind them, this nevertheless created a stain on their reputation. BES/GEC has asked DSD to provide adequate assurance to guarantee payments (letter of credit, lock box, performance bond, pre-payment, etc.) but they have not committed to any positive movement.

ForeFront Power is a major solar PV finance provider serving many large Illinois School Districts. Their approach to business is to internalize project financing through their parent rather than seek third party financing from outside sources. This provides greater certainty to the District's project. They also tend to rely less on third party contract employees to manage solar projects.

ForeFront has provided a project timeline that is superior to DSD with the goal of an operational system by early summer 2026 rather than Spring of 2027. All things considered, getting the District's project into safe harbor (meeting IRS definitions of "start of construction") and the quicker the project comes on-line, the lower the risk to any future project economics change. The earlier start (about 8 months earlier) benefits the District since it will allow electric savings to start much earlier than DSD's timeline.

ForeFront also has access to domestic solar panels and other U.S. produced solar equipment. This is important for providing an additional 10% ITC credit (savings passed through to the District) and can also help if any future changes to federal ITC rules penalize solar projects who use foreign made solar equipment.

### Weighted Scoring

	Pricing	Experience	Finance	Total Scoring
DSD	50	15	10	75
ForeFront	40	20	30	90

Submitted by:

Belden Energy Solutions Inc.

July 14, 2025

# Solar RFP PPA Provider Attributes

Category	Attribute	ForeFront	DSD
Pricing -- Weight 50 Points	Indicative PPA Pricing Options (No Rate Escalations; in \$ per kW/hr)		
	15 Year with 40% ITC assumption	No Offer	\$0.0488
	20 Year with 40% ITC assumption	\$0.0666	\$0.0400
	20 Year with 50% ITC assumption (Domestic Content)	\$0.0587	No Offer
	System Production Performance Guarantees	90% with 2-year true-up	85%
	Access to Domestic Solar Panels	Yes	No
	Duration of Price Guarantee during 60 day Negotiation Period	Yes, subject to any IRS rule changes	Can be subject to change
	Exposure to Tariff Uncertainty; how to manage price increases due to tariffs	Domestic Access Option	Pass through costs; No Domestic Option
	Project Scheduling Timelines -- In Operation Date	June-July 2026	March 2027
Experience -- Weight 20 Points	Recent Experience with Illinois Clients Especially in the Public Sector	Yes	Yes
	Capable and Properly Staffed Project Management Team	Yes	Remote, recent turnover issues
	Capable and Properly Staffed O&M team	Yes	Third party contractor
	Marketing & PR Support to the District	Yes	Yes
	Local Office in Chicago Area	Yes	No
	O&M Policies, Procedures and Maintenance Schedules	Detailed	Detailed
Finance -- Weight 30 Points	Is Financial Backing through a Parent or Third Parties	Parent	Third Party
	Has Specific Funding Been Secured for this Project or will funding be determined later in project development	Yes, internal funds	No
	Payment Schedules to EPC Contractor (General Energy)	Acceptable	Needs Attention
	Past Issues with Meeting EPC Payments per Contract Requirements	No	Yes
	Ability to Provide Credit Assurances to EPC	Work in Progress	Not Given
	Additional Bonds Required to be Posted by EPC to Solar Investor	No	Yes





# Solar Photovoltaic Proposal

Prepared by Distributed Solar Development (DSD) for  
Oak Brook Park District

In response to the Request for Proposals for Solar PV PPA at the Oak Brook  
Park District Family Recreation Center issued on June 20, 2025





## Cover Letter

July 9, 2025

**Dear Mr. Jaswal,**

Distributed Solar Development (“DSD”) is pleased to submit the enclosed Proposal in response to the Request for Proposals for the development of a rooftop solar photovoltaic project at the Oak Brook Park District (“the District”) Family Recreation Center.

To date, we have deployed over 500 MW of commercial and industrial (C&I) solar projects, including many projects for municipalities and government entities. This includes a **growing portfolio of rooftop PV solutions developed in Illinois**. Our team of experts includes development engineers and commercial analysts who have personally reviewed the design and pricing that you will find in this proposal.

DSD sees itself as driving the evolution to a cleaner, more secure, and more customer-focused energy future. As a highly experienced developer with a deep bench of solar industry talent, **DSD provides customized turnkey PV energy and energy storage solutions** to businesses and public institutions throughout North America. From analysis, to design, finance, commercial operation and asset ownership, DSD delivers its customers long-term economic value that has real environmental impact.

**We have carefully read all the provisions in the RFP.** Distributed Solar Projects, LLC is responding to this RFP, and if awarded, the counterparties to the agreements will be a subsidiary or affiliate of Distributed Solar Projects, LLC.

Best Regards,

A handwritten signature in orange ink that reads "Erik Schiemann".

Erik Schiemann  
CEO, Distributed Solar Development, LLC

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This response to the Oak Brook Park District RFP contains confidential commercial and proprietary information of Distributed Solar Projects, LLC and its affiliated companies. The information contained in this response is not generally available to the public and is protected from release under the Illinois Freedom of Information Act.

## Executive Summary

DSD proudly responds to this RFP having made every attempt to consider value for the Oak Brook Park District. We are recognized as a leader in solar PV and energy storage because of our team’s experience, innovation, and record of delivering high quality solutions at a very competitive price. Our proposal began with reviewing the RFP, analyzing the most valuable Adjustable Block Program incentive strategy, and enhancing our designs to augment the economic benefits for the District.

Our proposal includes an optimized design for your review and consideration - a fixed-tilt rooftop-mount PV array designed to maximize production within the available area. The details of our proposed PV arrays are summarized below, and further information can be found in Section A of this Proposal. To achieve the most efficient design offering the greatest value to the District, our team of development engineers and commercial analysts contemplated iterative design scenarios to arrive at the most optimal system parameters.

Pricing is valid for 30 days after submittal of this proposal. DSD will make every effort to honor pricing proposals beyond this time period as long as market conditions and commodity prices allow. If the District anticipates a longer time frame is needed, please contact Katherine Lillydahl.

**Table 1. Design Scenarios**

Site	PV System Size (kWdc)	Est. Year 1 PV Production (kWh)	Load Offset (%)
Oak Brook Park District	607.1 kW DC	789303	~76%
<b>Total</b>	<b>607.1 kW DC</b>	<b>789303</b>	<b>~76%</b>

Reflected in this proposal are the following key details:

- Competitive pricing inclusive of top tier equipment (Bloomberg Tier 1 Equipment)
- Robust experience with onsite solar in Illinois and pricing inclusive of current Adjustable Block Program incentive values
- A close working relationship with ComEd and familiarity with interconnecting distributed energy resources in this service territory
- Extensive experience working with General Energy in IL, specifically on other Park District projects

DSD would be honored to partner with the District on this exciting opportunity. We believe projects like this foster the community impact that DSD seeks to achieve.

## A. Price Offering



## Pricing Overview

DSD is pleased to provide this proposal to the Oak Brook Park District and General Energy for review and consideration. The PPA rates summarized below are reflective of our structured finance capabilities and the set of assumptions outlined later in this section. DSD is offering 15-year and 20-year PPA rate options with a 0% annual escalation rate for the District's consideration.

DSD also presents additional scenarios assuming higher values of the ITC based on the Inflation Reduction Act. As a base case, the system will be eligible for the ITC at the 30% level. Based on publicly available resources, the site is located in an energy community (based on location in the Chicago-Naperville-Elgin MSA which meets the Fossil Fuel Employment threshold and unemployment rate requirement to be classified as an energy community) and eligible for the 10% energy community adder.

Our proposal assumes current law with respect to the ITC. Recently enacted legislation states that qualified solar and wind facilities must now be placed in service (PIS) by December 31, 2027, unless such facilities begin construction within 12 months after the date of enactment of the bill. Those facilities will have four years to be PIS. While the current structure of the ITC remains unchanged from the passage of the Inflation Reduction Act in 2022, a phasedown of the ITC has begun. **DSD will endeavor to secure current ITC values using safe harbored modules if General Energy is unable to begin construction within 12 months of the date of enactment of the bill. Specific pricing scenarios for safe harbored modules are included in Table 1.**

Pricing is valid for 30 days after submittal of this proposal. DSD will make every effort to honor pricing proposals beyond this time period as long as market conditions and commodity prices allow. If the District anticipates a longer time frame is needed, please contact Katherine Lillydahl.

General Energy has provided the EPC pricing for this project, and DSD assumes that this takes into account any and all tariffs on equipment. If this does not, DSD will require a tariff slider in the contract that will pass along any cost increases due to tariffs to the customer.

**Table 2. Pricing**

Site Name	System Size (kWdc)	PPA Term Length	PPA Rate (\$/kWh)
Oak Brook Park District	607.11kW DC	15-Years	\$0.0488/kWh
Oak Brook Park District	607.11kW DC	20-Years	\$0.0480/kWh
<b>Oak Brook PD – DSD Safe Harbored Modules</b>	607.11kW DC	15-Years	\$0.0525/kWh
<b>Oak Brook PD – DSD Safe Harbored Modules</b>	607.11kW DC	20-Years	\$0.0513/kWh



## Assumptions and Exclusions

### General Assumptions and Exclusions

#### Engineering

- Electrical infrastructure sufficiency: Existing site electrical infrastructures sufficient to support addition of solar PV system.
- IX connection distance/location: System will interconnect to the utility POI and this distance and location is assumed to have been taken into account in General Energy's EPC price.
- Approved equipment: DSD / GEC may substitute equivalent or better equipment relative to what is specified in included designs.
- DSD equipment rating: All equipment provided by DSD / GEC will be rated NEMA 3R for outdoor and NEMA 1 for indoor applications.
- AHJ code conformance: System will conform to all applicable codes adopted by the Authority Having Jurisdiction.

#### Cost

- Allowance - Utility upgrade + IX cost: Utility upgrade and interconnection cost allowance of \$0.041/Wdc; assumed to be ITC eligible.
  - Excludes operating costs related to equipment required to satisfy utility interconnection permission and approval.
  - Excludes costs for design changes and additional equipment necessary for system to conform with utility interconnection requirements.
- Bonds: Excludes payment bond and performance bonds from DSD. General Energy is required to provide DSD with a payment and performance bond.

#### Pricing

- Incentives received: Receipt of Adjustable Block Program RECs assuming Program Year 2025-2026 value of \$53.40/REC for the Distributed Generation category.
- ITC level received: Receipt of the Federal Investment Tax Credit at the 40% level.
- Take or pay: Customer is obligated to purchase energy generated by the PV system as contracted.

#### Asset Management

- PeGu: Includes 85% performance guarantee with a 5-year true-up period.
- Monitoring inclusion: AlsoEnergy Powertrack customer portal monitoring included (web-enabled to allow flexible remote monitoring and public display of data).

#### Construction

- Right to modify subcontractors: DSD retains the right to modify subcontractors.
- Working hours for installation: Installation can be performed during normal working hours.
- Construction mobilization: Pricing assumes a single continuous mobilization; no additional mobilizations and/or demobilizations are anticipated.

- Installation - OSHA compliance: Installations will comply with applicable federal and local Occupational Safety and Health Administration (OSHA) directives. Customer/facility requirements beyond federal and local OSHA directives are not included.
- Outages: Customer will support a single 8-10 hour window per interconnect during normal working hours to complete an outage. Customer will provide any support staff necessary for de-energizing the facility including, but not limited to, IT support, fire alarm/system support, fire watch, or similar items.
- Construction hours: Site access of 8-10 hours/day for 5 days a week.
- Site access requirements from customers: Unimpeded/direct access to and from the site with sufficient areas designated for parking, equipment storage, restroom facilities, and dumpsters.

### Development

- Existing drawings: As-built drawings are available.
- Blackout dates: On-site diligence is not beholden to blackout dates, specific weekdays, or odd hours.
- FAA Glare: Assumes no glare issues with FAA.
- Existing Easements: Minimal easement encroachment assumed.
- Avoid and/or Denote Conflicts with Undergrounds and Site Obstructions: No underground or site obstructions.

### Exclusions

- Customer Design Requirements: Customer design requirements unless otherwise agreed to in advance.
- FM Global: FM Global design, equipment, and attachment requirements and associated labor costs.
- Energy Management System: Integration of project monitoring/energy management system to customer-owned existing or new energy management system.
- Lightning protection: Modifications to existing lightning protection system to be made by customer.
- REC replacement cost(s): Cost of replacement RECs not included in offered PPA pricing.
- Site Security: Third-party site security during construction.
- Outages: Off-hours work, multiple outages, temporary power.
- Tampering: Tamper resistant hardware; graffiti and vandalism maintenance; off hours security.
- Factory witness testing: Factory witness testing of equipment or materials.
- IX upgrades: Interconnection upgrades beyond the cost allowances listed above.

### Rooftop

#### Development

- Environmental: Interconnection path can utilize building-mounted equipment and avoid trenching/ground disturbance work.
- Permitting: System is approved by right and does not require discretionary approval.

- Zoning: No previous or existing zoning compliance issues on record for the property.
- Real estate: If building is not owned by customer, landlord approval will be facilitated and received by customer.
- Roof warranty: Roof warranty is valid and active.

### **Engineering**

- Roof structural feasibility: Roofs are structurally adequate to support PV array.
- Roof membrane condition: Existing roof membrane is sufficient for the contracted life of the PV system and/or a re-roof has been scheduled with expected completion prior to PV system construction mobilization.
- Rapid Shutdown: Rooftop system includes rapid shutdown through compliance with UL3741 or incorporation of Module-level power electronics.

### **Cost**

- Slip sheets: Non-adhered slip sheets included per roof warranty holder requirements.

### **Construction**

- Staging Area: Assumes adequate at-grade staging area.

### **Exclusions**

- Roof structural condition: Structural improvements to increase capacity of existing structure.



# B. Company Overview





## About DSD

DSD is a renewable energy solutions provider enabling a more sustainable future by making solar, energy storage and EV charging infrastructure more accessible to organizations across the country. Combining our in-house expertise with strategic partnerships across the U.S., unparalleled access to competitive financing, and the ability to own and operate assets long-term, we have the unique ability to create custom renewable energy solutions to meet our customers' goals while driving value for our customers and partners.

We understand that each facility has its own goals and energy challenges and deserves a tailored renewable energy solution. With the financial backing of BlackRock and strategic investors like Cox Enterprises, DSD is unique in offering stable in-house financing for high quality, sustainable distributed energy projects for our growing portfolio of clients. We have the people, resources and capabilities to handle development, structured financing, construction management and long-term asset ownership. As the dedicated partner for the life of each project we manage, acquire, own and maintain, our team brings a distinct combination of ingenuity, grit, and accountability to the table.

To date, the DSD team has enabled hundreds of projects nationwide, and has tripled in growth since 2019. Our unparalleled financial and industry partnerships eliminate the high-cost barriers for customers looking to accelerate their renewable energy portfolios. And when you choose DSD to own and maintain projects for their 20+ year lifespan, we are just as invested in each project's success as you are, so you can trust that we will deliver a solution of the highest quality and value.

Figure 1. DSD's history



## Financing Ability

DSD stands apart from competitors because of its internal Finance team dedicated to securing funds to develop, construct, own and operate distributed energy assets. With over \$2 billion in project funds raised with top-tier financial partners — like Morgan Stanley, Bank of America, Atlas SP, HSBC, Santander, CNB and Rabobank, and backed by Ares Management Corporation, BlackRock Real Assets, and Cox Enterprises, DSD brings a high level of financial stability to a robust and diverse portfolio of project assets we develop, own, and operate long-term.



These unparalleled partnerships, and the funds we've built with them, allow us to focus on developing the best solutions for our customers. With the confidence of secured funding, we're able to deliver even the most diverse and complex offerings. Whether it's onsite renewable solutions, or community solar, DSD is able to finance and own these assets, taking the burden off of our customers to finance these projects themselves.

DSD's in-house team evaluates each project site we take on to determine its value over the agreement period. We're able to package our individual projects into larger portfolios with a balanced risk profile. This strategy lowers the cost of capital allowing DSD to provide customers with the most secure and competitive rate in the market. And, by having secured capital in each stage of the development process, it allows us to offer a seamless financing management process without impacting project schedules.

Figure 2. DSD's financial backing



## Solar Experience

DSD has successfully **deployed more than 500 MW of solar and energy storage projects across the country**. Additionally, we have over 300 MW of solar and energy storage projects currently in various stages of development and construction, mostly financed through PPAs and Lease Agreements. Our team's collective experience exceeds 1,000 GWh of clean energy produced annually through turnkey solar and storage systems across thousands of C&I projects.

Figure 3. DSD Experience

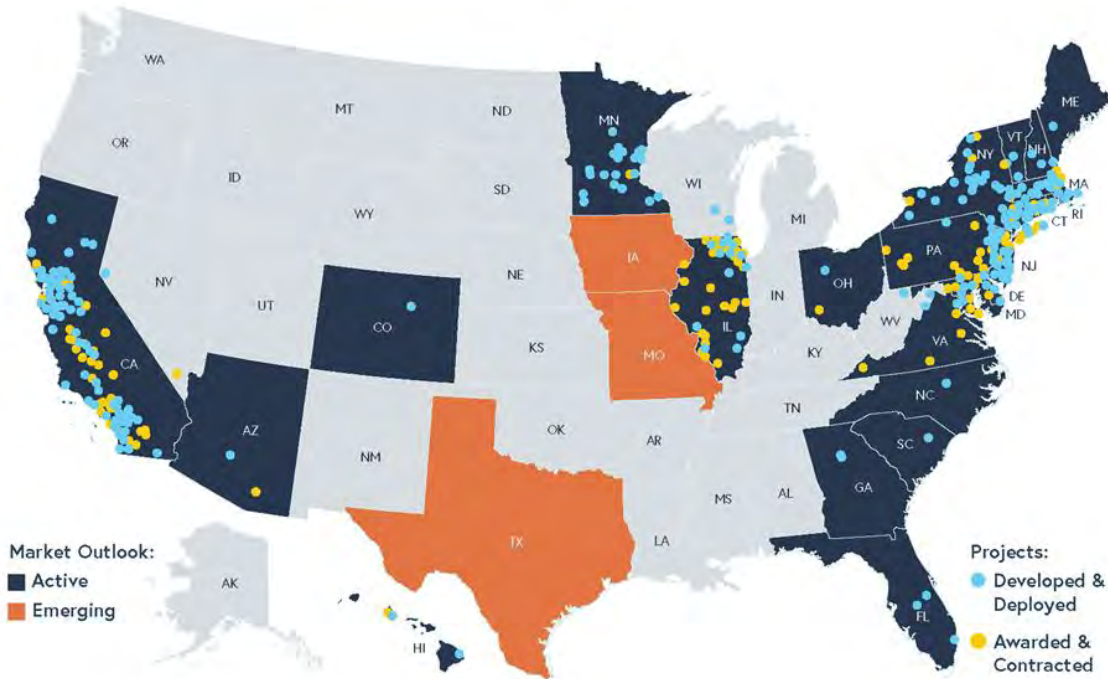


Figure 4. Trusted by a Variety of Customers



## Illinois Experience

Illinois is a strong solar market thanks to the strength of the Illinois Shines/Adjustable Block Program (ABP) that supports the state’s renewable and clean energy goals. We have over 20 operational projects in Illinois, representing 17 MW of capacity, as well as over 70 MW of projects in various stages of development and construction that will achieve commercial operation over the next few years.

DSD has partnered with General Energy to deploy a 1.54 MW portfolio of rooftop solar projects across three park districts in Illinois. The installations, located in Elmhurst, Sycamore, and Urbana, are estimated to generate approximately 1.8 GWh of solar energy each year that can be used to power operations and reduce carbon footprint. The portfolio consists of five rooftop solar installations:

- The Elmhurst Park District will host a 723.93 kW system that is expected to generate 793.5 MWh per year.
- The Sycamore Park District’s installations for its community center (221.25 kW) and maintenance building (110.33 kW) will total 331.58 kW and produce 397.2 MWh annually.
- The Urbana Park District portfolio will have systems at its planning and operations building (217.12 kW), as well as its health and wellness building (270.22 kW), amounting to 487.34 kW with an anticipated generation of 594.8 MWh a year.



Figure 5. Distribution of DSD's operating solar portfolio and backlog

Through an RFP process, DSD was selected by Lowe’s to deploy solar arrays at 36 sites in Illinois, including three major distribution centers. These investments will help Lowe's reduce its operational emissions and reach its goal of having its operations powered with 50% renewable energy by 2030.

DSD was selected to spearhead project implementation plans, site selection, financing, and incentive capture for The Home Depot’s renewable energy program expansion across the east coast, which has since been expanded to include retail locations in Illinois and other markets across the United States.

Figure 6. Representative Customers in Illinois





## Rooftop Experience

Our solar applications are designed to consider rooftop lifespan, structural integrity, accessibility, and safety and building insurance requirements. DSD has structural and electrical engineers and a comprehensive approach ensuring our customer’s roof remains intact during and after solar installation.

Figure 7. DSD’s rooftop solutions



Table 3. Deployed and under construction rooftop portfolio by state

Project State / Region	Sum of kWDC Rooftop
Arizona	1,117
California	75,909
Connecticut	8,007
District of Columbia	2,822
Florida	1,909
Georgia	828
Hawaii	924
Illinois	41,820
Maryland	13,690
Massachusetts	7,235
Minnesota	403
New Jersey	39,194
New York	7,599
Pennsylvania	1,292
Rhode Island	573
South Carolina	4,157
<b>Total</b>	<b>207,480</b>

# C. Reference Projects





### City of White Plains, NY

The City of White Plains with New York Power Authority (NYPA) selected DSD as the winner of their competitive RFP process. DSD stood out with our extensive experience building multiple sites concurrently, our in-house project funding that offers flexibility with financing, and with our proprietary canopy water and ice management system technology that not only provides a covered parking structure, but also redirects water and ice to protect individuals and cars. DSD owns and operates the entire portfolio, while leasing the sites from the city. Rather than paying out for a solar build, the city receives a fixed and predictable source of monthly income for hosting it. The city, the surrounding businesses, and its residents also subscribe to these projects and benefit from cleaner, cheaper energy. Leveraging our solar canopy expertise, DSD designed and installed an enclosed solar canopy to bring protected storage for the City of White Plains' water department, helping avoid a significant capital spend in a tight budget year. At the Gedney Way Recycling Facility, DSD's innovative team designed the first floating foundation canopy mounted on a landfill cap: a permitted, above-grade solution enabling 33% more solar capacity, which increased lease revenue to the City by nearly 50%.

Table 4. City of White Plains solar portfolio with DSD

Project Name	Project City	State	Configuration	Total kWDC	ESS kWh
Ebersole Ice Rink	White Plains	New York	RT	241	
Sanitation Building	White Plains	New York	RT	416	
Gillie Park	White Plains	New York	CPY	260	
Longview Garage	White Plains	New York	CPY	477	
Lyon Place Garage	White Plains	New York	CPY	473	
Shapham Place	White Plains	New York	CPY ESS	1,538	1,993
Gedney Way Landfill	White Plains	New York	GM CPY ESS	2,295	5,074
Chester-Maple Garage	White Plains	New York	CPY	796	
Gedney Way Water Dept CPY	White Plains	New York	CPY	324	
<b>Total</b>				<b>6,819</b>	<b>7,067</b>

Figure 8. Gedney Way Recycling Facility floating foundation solar canopy on a landfill



“I am grateful to NYPA and DSD for their counsel and collaboration during this project.”

**Thomas Roach**  
**Mayor**  
**City of White Plains, NY**



## Township of Monroe

DSD was selected through a competitive bidding process as the Township of Monroe’s partner for the design, installation, financing, and operations, maintenance of solar ground mount, canopy, and rooftop systems at six sites across the Township. The project resulted from a joint solar initiative comprised of the Monroe Township School Board, the Municipal Utilities Authority (MUA), and the township council that sought nontraditional ways to help taxpayers and promote sustainability through cost-effective solar power. The portfolio includes solar arrays at three schools, as well as at the Township municipal complex and public library, and near the MUA building.

**Table 5. Township of Monroe Portfolio with DSD**

Project Name	Project City	Project State / Region	Configuration	Total kWDC
Radix Elementary	Williamstown	New Jersey	GM	840
Williamstown High School	Williamstown	New Jersey	RT CPY	3,418
Williamstown Middle School	Williamstown	New Jersey	RT CPY	2,868
Municipal Building	Williamstown	New Jersey	CPY	224
Library	Williamstown	New Jersey	CPY	92
MUA Storage	Williamstown	New Jersey	GM	92
<b>Total</b>				<b>7,533</b>

**Figure 9. 840 kW Radix Elementary School – Township of Monroe**



## Schenectady County, NY

The County of Schenectady in New York partnered with DSD in 2019 to develop a 24 MW ground-mount portfolio of community solar projects across seven sites. The portfolio’s anchor offtakers are the municipalities and cities of Schenectady County, which stand to save 20-30% on energy costs. Community solar will be available for residents to purchase at a 10% discount. The seven projects - including three landfill sites - will save the county up to \$800,000 annually and make it 100% solar-powered. Two of those landfill sites, located in the towns of Glenville and Rotterdam, each include 10,000 kW of battery energy storage systems (BESS). This places them among the largest BESS installments in New York State. One of the portfolio’s sites was a tax-foreclosed property that previously housed an old hotel and was repurposed by DSD. Another site is located near the county-owned Glendale Home, a senior living and caregiving community that will save on energy bills thanks to a portion of solar Value of Distributed Energy Resources (VDER) credits. The projects were interconnected with National Grid and supported by state funds and incentives from NYSERDA.

**Table 6. Schenectady County solar & energy storage portfolio with DSD**

Project Name	Project City	State	Configuration	Total kWDC	ESS kWh
59 Hetcheltown Rd Glenville	Glenville	New York	GM	1,653	
156 Barhydt Rd Glenville	Glenville	New York	GM ESS	7,564	10,000
4982 Rynex Corners Rd Pattersonville	Pattersonville	New York	GM ESS	4,498	10,000
2 Rice Rd Schenectady	Schenectady	New York	GM	955	
10 Alice Wagner Way Niskayuna	Niskayuna	New York	GM	4,597	
398 Anthony St Schenectady	Schenectady	New York	GM	1,318	
98 Cheltingham Ave Schenectady	Schenectady	New York	GM	3,501	
<b>Total</b>				<b>24,085</b>	<b>20,000</b>

**Figure 10. 4.6 MW ground mount solar project in Niskayuna, NY**

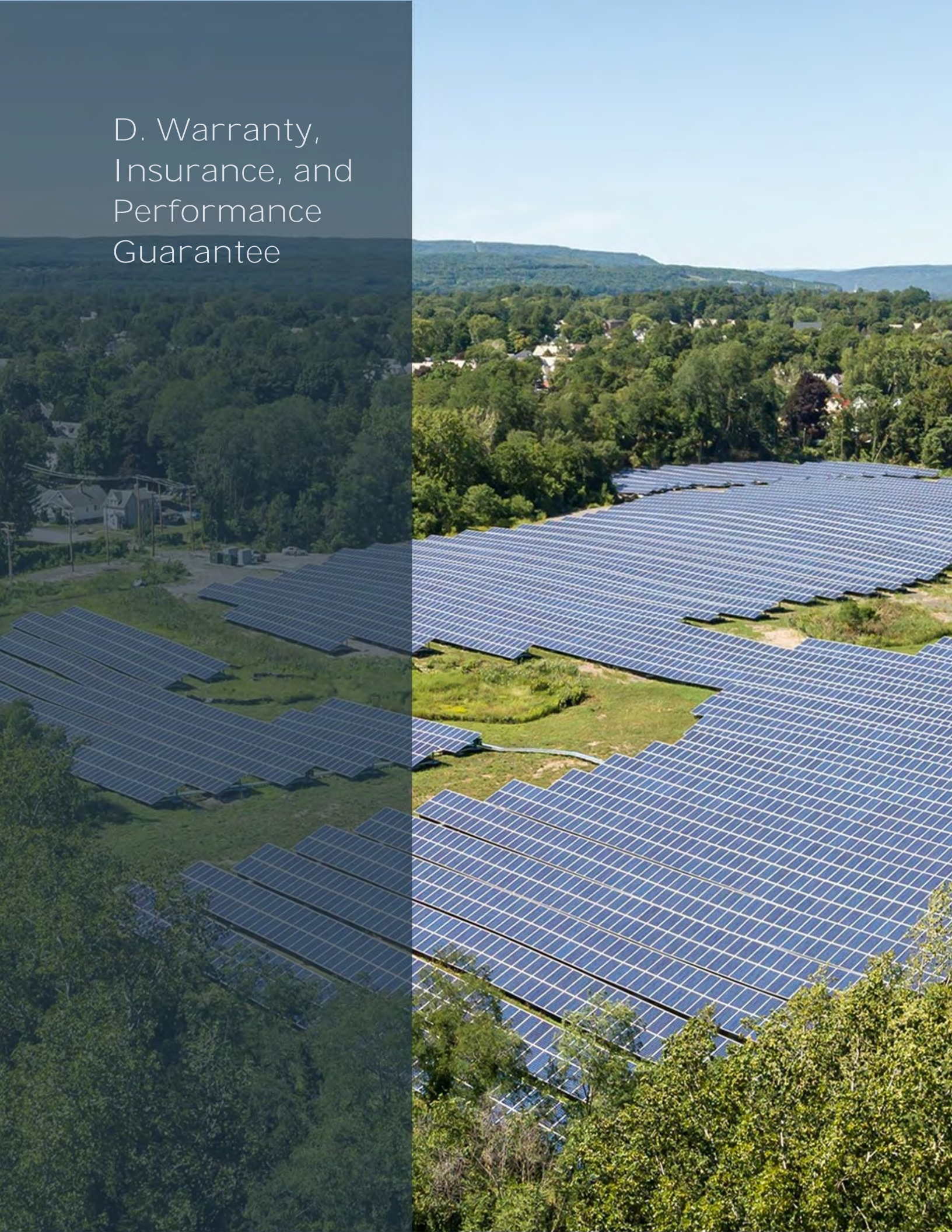


“This brownfield-to-greenfield transformation shows what can happen when you take on ambitious goals, then put the right people around you to help achieve them.”

**Christopher Gardner**  
County Attorney  
Schenectady County



D. Warranty,  
Insurance, and  
Performance  
Guarantee





## Warranty

Our projects utilize all Tier 1 equipment, enabling DSD to provide warranties that meet industry standards. The chart below outlines the minimum warranties we commit to provide on our PV projects and those we acquire. Under a PPA structure, DSD would retain the equipment warranties.

Table 7. Warranties

Typical component level warranties	
PV Modules	25 years
PV Racking	10 years
String Inverters	10 years
Central Inverters	5 years
Data Acquisition Software (DAS)	5 years
All other major components	2 years post completion

## Insurance

DSD can provide the District with proof of its ability to purchase and maintain insurance as required by the District for the proposed solar project. The below image provides an example of typical insurance policy coverages carried by DSD.

Figure 11. Certificate of Insurance Example

COVERAGES		CERTIFICATE NUMBER: MJTJS4KU			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL. INSD.	SUBR. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GRU25GL00292	02/21/2025	02/21/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GRU25GL00292	02/21/2025	02/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			GRU25GL00292	02/21/2025	02/21/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

## Performance Guarantee

DSD will guarantee that for each True-Up Period, the Actual kWh Production shall be at least the Guaranteed Production for that true-up period minus any Excused Production Losses. The Guaranteed Production will be calculated as 85% of predicted output (modeled output) for the first year.

**Duration:** The Performance Guarantee is contingent upon there being an executed PPA or O&M services agreement in effect for the PV system and the guarantee shall remain in effect for the term of said agreement.

**True-up Period: 5 years**

**Value of Shortfalls:** If the Actual kWh Production for any True-Up Period is less than the Guaranteed Production minus any Excused Production Losses for that True-Up Period, DSD shall provide a credit equal to the product of the Production Shortfall in kWh multiplied by the applicable estimated per kWh value of solar as follows the difference between the average variable utility rate and the PPA rate (in \$/kWh).

The average variable utility rate of electricity for the True-Up period in dollars per kWh shall be calculated by summing all energy charges for electricity billed by the utility during the True-Up period and dividing by the total number of kWh imported from the utility during the True-Up period.

**Production Adjustments:** Actual kWh Production shall be the net kWh generated by the PV system as recorded by the revenue meter for the PV system and adjusted only to correct for measurement error if it can be demonstrated to the satisfaction of all parties that such a correction is justified.

**Excused Production Losses:** Loss of production due to factors outside of DSD's control to include, but not be limited to, the following:

- **Force Majeure Events:** lost production during the Guarantee term from the beginning of a force majeure event (force majeure as defined in the O&M agreement) until production limiting factors caused by the event have been remedied.
- **Grid Event:** Lost production during the Guarantee term when a fluctuation in the grid frequency or voltage causes the inverters or the solar facility to disconnect from the grid. The grid is defined to be the system receiving power exported from the solar facility.
- **Grid Outage:** Lost production during the Guarantee term when a failure in the grid or Interconnection Infrastructure prevented energy from being exported from the solar facility. Interconnection Infrastructure means that utility-owned and maintained interconnection equipment (substation equipment including but not limited to transformers, switches, and protective relays) that is used to connect the Facility to the utility grid. Grid operator/owner ordered curtailments for any reason other than an issue in the solar facility are a Grid Outage.
- **Weather Events:** Lost production from weather that limits or prevents operation of the solar facility including floods, snow, hurricanes, tornadoes, insolation-limiting wildfires, and volcanic activity.
- **Owner Caused:** Lost production during the Guarantee Year when solar facility dc capacity is off-line due to outages attributable to Owner's and or site owner's decision to perform or cause to be performed, any investigations, studies, operations, construction, installation and maintenance work or other activities deemed appropriate by Owner in its sole discretion.
- **Soiling or Shading:** Lost production from new soiling or shading sources not present or disclosed to DSD at the time of the initial site survey.

E. Operations,  
Maintenance,  
and Monitoring





## Operations and Maintenance

**DSD is proud to serve as the long-term owner and operator of the project**, providing strong motivation to safely and proactively maintaining the arrays for the duration of the contract. We approach ongoing O&M with the highest standard, providing data acquisition software, planned preventative maintenance and timely response to critical failures.

In addition to the Team Leader, Katherine Lillydahl, DSD proudly designates a post-construction staff member from our O&M team who will serve as the primary point of contact for the District during the term of the PPA. Chris Larkin, our Vice President of Fleet Operations, has been with DSD since its original days at GE and currently leads the O&M department. Chris and his team will maintain regular progress updates and address all performance items during the term of the project.

Figure 12. DSD's Provisions



### Top Tier Equipment

DSD utilizes Tier 1 equipment, including panels and inverters. We have specified a standard utilization of Hanwha panels at each site and in every system configuration which leverage a high-density module. We utilize an industry standard degradation rate of 0.5%.

Regarding inverter details, the SMA inverters specified for this project have an efficiency rating of 98+%. Panel life expectancy is 35+ years and inverters are 15+ years. Inverters are typically replaced once during the system life at DSD's expense.

### **Data Acquisition**

DSD will provide an AlsoEnergy PowerTrack data acquisition monitoring system for each system. This solution uses real world, field tested, and time proven hardware and software. All our systems include cellular based modems (provided by DSD) to collect data from the facility, as well as the ability to measure solar system energy delivery, ambient temperature, cell temperature, wind speed, solar radiation, and remote inverter data delivery and exporting, including alarms.

### **Planned Preventive Maintenance**

Like any asset, preventative maintenance is essential to ensuring the solar array remains in peak operating condition long term. The equipment and material used at each site have varying levels of maintenance requirements and intervals to uphold warranties and ensure your system continues to operate as intended throughout the year. As part of our Planned Preventative Maintenance service, DSD will periodically conduct inspections and testing tailored for the site.

### **Response to Critical Failures**

When our Monitoring team is alerted to the need for unscheduled maintenance, through automated pings, data analysis, visual inspection, etc., we dispatch a local technician. The technician may perform corrective action to solve the issue immediately if qualified (or certified). If not, we will dispatch a specialized contractor (e.g., medium voltage electrician, data communications expert) or vendor specialist (e.g., inverter OEM) and manage the process to completion.

### **Monitoring Solution**

DSD deploys AlsoEnergy PowerTrack as the primary data acquisition and remote monitoring solution in the assets it builds, owns, operates and maintains. PowerTrack allows our team of Asset Managers to monitor real-time performance of the systems be notified of any unusual changes in production or performance of the systems. The overall monitoring system includes the following list of monitoring equipment:

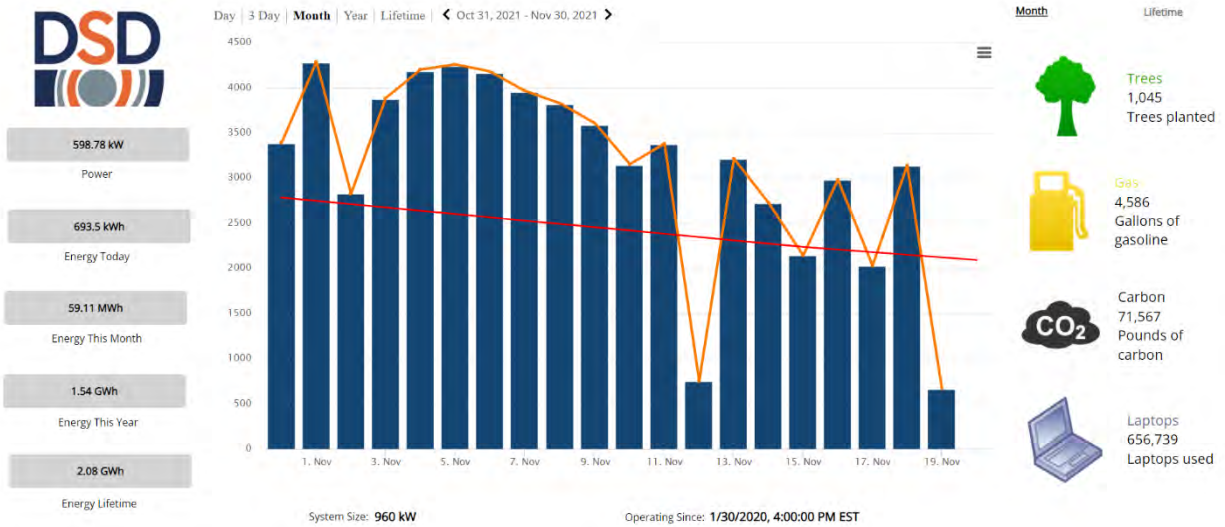
- Revenue-Grade Meters
- Cell Modem
  - Connected to cloud-based platform (Powertrack) for ease of access
  - Updates occur every 3-5 min
- Data Loggers/Power Loggers (collecting data from all major components)
  - Production meter data
  - Inverter data
  - Weather station data
  - Gauge and Sensor data
- Weather Stations
  - Irradiance sensors
    - POA (Plane of Array)
    - GHI (Global Horizontal Irradiance)
  - Temperature gauges
    - Ambient
    - Cell Temperature
  - Rain Gauge

The high-level characteristics and capabilities of the AlsoEnergy software include:

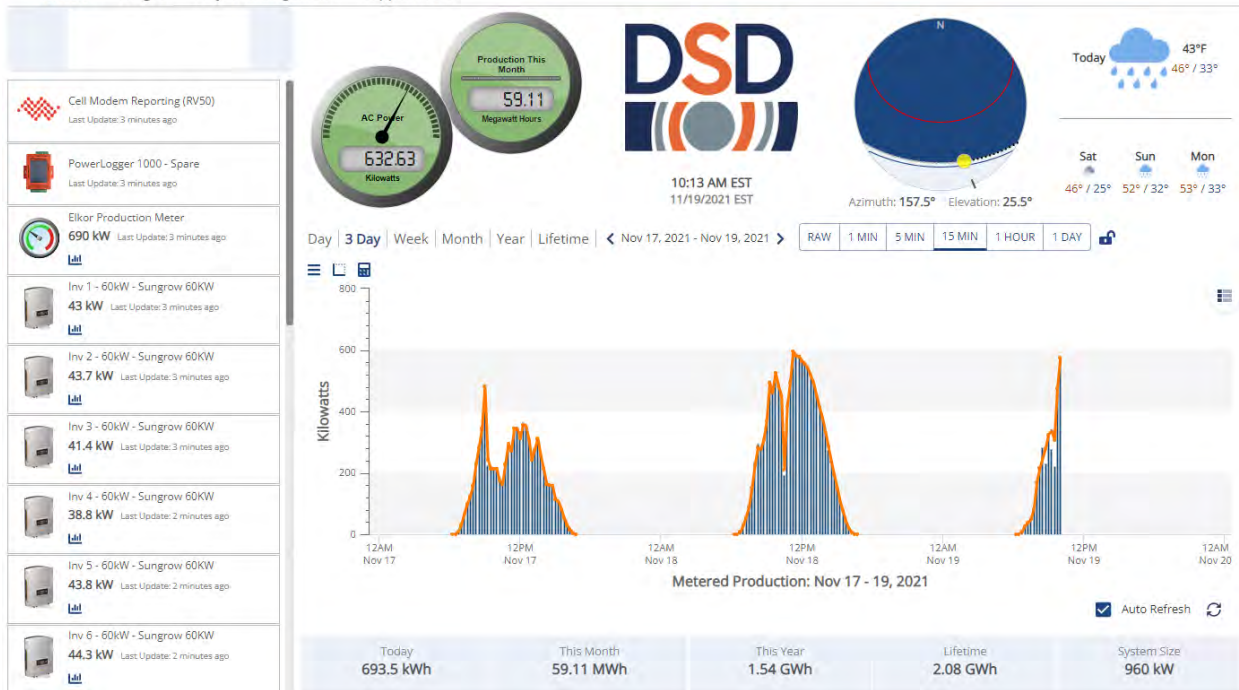


- Paired with a Cell modem and a data plan (much like a cell phone)
- Users have remote access to platform
- There are Kiosk interface solutions for Site host customers
- Collects data 24/7
- Portfolio cockpit functionality
- Data transfer to the cloud made every 3-5 minutes
- Allows real time data capture and analysis
- Allows for detailed historical analysis
- Forecast performance vs actual performance tracking
  - By hour, by day, by week, by quarter, by year, by lifetime
- Expected performance vs actual performance tracking
  - By hour, by day, by week, by quarter, by year, by lifetime
- Capable of incorporation of modeling assumptions such as soiling, shading, module degradation
- Measures electrical characteristics of the major components
- Automated reporting functionality

Figure 13. AlsoEnergy PowerTrack Monitoring Platform Snapshots



Classic | Widget | Project Management | Support Cases



RFP Supplement





- A PPA quote subject to the successful negotiation on contract terms and conditions. Provide a list and explanation of any additional costs that could be billed to customer that are not covered in the PPA rate.
  - Fixed PPA Rate for 15-year term \_\_\_\_\_ \$0.0488/kWh \_\_\_\_\_
  - Fixed PPA Rate for 20-year term \_\_\_\_\_ \$0.0480/kWh \_\_\_\_\_
  
- A brief company overview, including experience in ComEd territory, team qualifications, and financial stability.
  - Please cut and paste response if previously provided. Note: financial stability and the ability to provide EPC payments in a timely manner is a critical response item. Please refer to Section B.
  
- A minimum of three similar reference projects, showcasing your track record in successfully deploying similar projects.
  - Preference for Illinois clients, School or Park Districts or similar sized projects. Please refer to Section B and C.
  
- Proposed payment schedule to the solar EPC firm.
  - Accelerated payment terms or conventional credit assurances (letter of credit, surety bonds, lock box arrangements) are preferred due to the condensed timeline in ITC availability. Demonstrate how your company can comply with payments terms/security arrangements agreed to in a contract with GEC.
  - Net 30-day payment terms per the EPC Agreement with General Energy
  
- Warranty, insurance, and performance guarantee details.
  - Please refer to Section D.
  
- Provide details regarding maintenance and monitoring of the solar installation.
  - Please refer to Section E.
  
- List out any equipment substitutions that differ from General Energy's specifications.
  - If your company has equipment warehoused and ready to allocate to this project, please provide details so it can be considered into "start of construction" determination. General Energy has provided the EPC pricing for this project, and DSD assumes that this takes into account any and all tariffs on equipment. If this does not, DSD will require a tariff slider in the contract that will pass along any cost increases due to tariffs to the customer. DSD has also provided pricing that would assume the ability to safe harbor the Investment Tax Credit through modules that DSD already possesses.
  
- Provide details how bidder will accommodate the potential September sunset of Federal ITCs for this project. Provide contingencies to address IRS "start of construction" criteria.
  - Please also provide details of any assurances your company will provide to secure safe harbor status for full ITC benefits. What happens if your company fails to meet safe harbor status?
  - Our proposal assumes current law with respect to the ITC. Recently enacted legislation states that qualified solar and wind facilities must now be placed in service (PIS) by December 31, 2027 unless such facilities begin construction within 12 months after the date of enactment of the bill. Those facilities will have four years to be PIS. While the current structure of the ITC remains unchanged from the passage of the Inflation Reduction Act in 2022, a phasedown of the ITC has begun. DSD will endeavor to secure current ITC values using safe harbored modules if General Energy is unable to begin construction within 12 months of the date of enactment of the bill.

- If the listed timeline listed in this RFP is not feasible for your company, please provide an alternative timeline.

Milestone	Date
Project Award	9/4/2025
Engineering Drawings 30% Completed	3/5/2026
Engineering Drawings 100% Completed	4/30/2026
Major Equipment Ordered	4/30/2026
Permit Approved and NTP Issued	6/30/2026
Site Prep Completed	7/10/2026
Electrical Mechanical Installation Started	7/11/2026
Electrical Mechanical Installation Completed	11/28/2026
Interconnection Approved	1/9/2027
Commercial Operation Date	2/26/2027

- Please discuss your company's approval process for activating the system once the local AHJ has approved construction permit and ComEd has approved interconnection to the grid. Provide details of this final checklist process and expected  
Our goal is to maximize solar energy production to maximize the economic value to the District. DSD and its construction partners will begin efforts by engaging all integral stakeholders to ensure we have complete design and construction concepts approved. We understand how vital early collaboration is to the success of projects being completed on time with minimal site disruption. Before any active mobilization, DSD and General Energy will host a "construction kick-off" meeting with the facility-designated leads to guarantee open communication of the project schedule, sequence, safety standards and review of loading, staging and working areas. All construction activities will be conducted to maximize efficiency, safety, schedule and budgetary objectives. DSD and General Energy will host regular updates with the District. As the construction is completed, we will conduct a final meeting with the Site to sign off on the completion of punch-list items. As part of the project closeout, DSD will provide a copy of the final approved permits, as-built drawings, permission-to-operate (PTO) and system documentation that will include, but not be limited to, component warranties, cut sheets, etc. Training materials can be made available for security and local responders should the system need to be shut down for emergency reasons. We hold our subcontractors to the highest standard, ensuring that their work is completed to the satisfaction of the District before demobilizing. The DSD team that would be assigned to this project is comprised of industry veterans with a deep understanding of the development, financing, engineering, and construction of power generation assets in commercial, industrial, institutional, and municipal environments.

## DSD Renewables

### Fixed 4.0¢ PPA\* vs. ComEd Costs on the Solar Production at the FRC

\*Without Credit/Payment Assurances and Delayed Start of Operations

Year	Annual Solar Production Volume (kW/hrs)	Forecasted ComEd Unit Rate	PPA Fixed Rate	Forecasted ComEd Annual Costs	PPA Annual Costs	Annual Savings ComEd vs. PPA
1	656,000	\$0.135	\$0.04	\$88,560	\$26,240	\$62,320
2	652,720	\$0.155	\$0.04	\$101,172	\$26,109	\$75,063
3	649,456	\$0.158	\$0.04	\$102,679	\$25,978	\$76,701
4	646,209	\$0.161	\$0.04	\$104,234	\$25,848	\$78,385
5	642,978	\$0.165	\$0.04	\$105,770	\$25,719	\$80,051
6	639,763	\$0.168	\$0.04	\$107,352	\$25,591	\$81,762
7	636,564	\$0.171	\$0.04	\$108,916	\$25,463	\$83,454
8	633,382	\$0.175	\$0.04	\$110,588	\$25,335	\$85,253
9	630,215	\$0.178	\$0.04	\$112,178	\$25,209	\$86,970
10	627,064	\$0.182	\$0.04	\$113,875	\$25,083	\$88,792
11	623,928	\$0.185	\$0.04	\$115,551	\$24,957	\$90,594
12	620,809	\$0.189	\$0.04	\$117,271	\$24,832	\$92,438
13	617,705	\$0.193	\$0.04	\$119,032	\$24,708	\$94,324
14	614,616	\$0.197	\$0.04	\$120,834	\$24,585	\$96,249
15	611,543	\$0.201	\$0.04	\$122,614	\$24,462	\$98,153
16	608,485	\$0.205	\$0.04	\$124,435	\$24,339	\$100,096
17	605,443	\$0.209	\$0.04	\$126,295	\$24,218	\$102,078
18	602,416	\$0.213	\$0.04	\$128,194	\$24,097	\$104,097
19	599,404	\$0.217	\$0.04	\$130,071	\$23,976	\$106,095
20	596,407	\$0.221	\$0.04	\$132,045	\$23,856	\$108,188
	12,515,107			\$2,291,666	\$500,604	\$1,791,061

ComEd Rates escalate at 2% per year and include supply, transmission services and delivery costs

Volumes listed are for annual solar production and derated by 0.5% per year

DSD Bid Evaluation for Total Points scored 75 out of 100 Points





**FOREFRONT**  
POWER

# Oak Brook Park District

Solar PV PPA RFP



# Contact Information

**Ana Diaz Puskar** will be the main point of contact for the Oak Brook Park District through project development and completion. Once projects are completed, we will transition your lead contact to **Aly Crofford** of our Asset Management team.



## Ana Diaz Puskar

### Senior Sales Manager

(315) 383-4451 or [adiazpuskar@forefrontpower.com](mailto:adiazpuskar@forefrontpower.com)

Ana’s focus at ForeFront Power is to develop renewable energy procurement strategies for corporate and public sector customers, helping customers deploy large solar and storage portfolios and meet their renewable energy goals. She has worked for eight years pricing and developing solar portfolios. Ana led the cross-functional team (development, engineering, storage, and O&M) that worked on this thorough and complete response to the Oak Brook Park District’s RFP. She will serve as the primary point of contact for projects awarded under this RFP, with Burke’s support. She will ensure that ForeFront Power meets and exceeds the District’s expectations for these projects.



## Burke Kascha-Hare

### Senior Director, Behind-the-Meter (BTM)

(802) 302-9004 or [bkaschahare@forefrontpower.com](mailto:bkaschahare@forefrontpower.com)

Burke leads a diverse team performing onsite solutions for solar, storage and microgrid customers. He has over 16 years of public & commercial building energy infrastructure development, sales and market strategy experience across over thirteen markets and 400 MW of distributed generation capacity. He will ensure we are leveraging the best terms and work to continue delivering value to Oak Brook Park District.





## Oak Brook Park District

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# Cover Letter

**Re: Solar PV PPA RFP**

**Dear Oak Brook Park District team,**

We at ForeFront Power have carefully read this RFP and we are pleased to have this opportunity to partner with the Oak Brook Park District to fulfill your renewable energy goals, which we believe will represent a market advantage for you.

ForeFront Power is a company built on values. Our passion for delivering solar energy solutions and our work are one and the same. We are a close-knit crew united by our drive to effect an energy transition worldwide. To that end, our team has developed for our customers over 1.6 GW of solar capacity across 1,900 different projects and \$3 billion in project financings.

But passion and values are not the only resources we have at our disposal—we are also backed with the financial strength to execute our projects and make good on our commitments. ForeFront Power is a wholly-owned subsidiary of Mitsui & Co., Ltd., a global energy infrastructure firm with an “A” credit from Standard & Poor’s, and over \$5.9 billion in cash on hand. Having access to this kind of capital allows us to deliver on our promises.

Put it all together—passion, dedication, experience, expertise, financial resources—and it makes for a customer experience that cannot be matched by any competitor.

ForeFront Power is committed to working collaboratively with the Oak Brook Park District to develop the right custom solution for this solar project and future solar opportunities. Our designs are optimized for savings, safety, and resiliency, and opportunities to engage your industry, customers, and community.

Please do not hesitate to contact our sales contact, Ana Diaz-Puskar, if you have any questions or wish to discuss this opportunity further. We very much look forward to embarking on these next steps toward taking charge of your energy future, together!

Your Solar Partner	
<b>1.6 GW+</b>	Solar + Energy Storage Projects
<b>265 MW+</b>	Developed in IL
<b>\$5.9 Billion in Cash</b>	Self-finance
<b>‘A’ Credit Rating</b>	Standard & Poor’s



**Ruben Fontes**  
**Chief Executive Officer**



100 Montgomery Street, Suite 725 San Francisco, CA 94104



# Executive Summary and Pricing

## Leading Experience and Market Experience in Illinois

We are one of the most experienced and successful solar developers in the market. We are known for our track record of building projects on time and within budget, while meeting customer expectations every step of the way. For a full list of projects we have developed in the Public Sector, please see (Exhibit 8)

To date, we have over 265MW across 89 projects that are under development or in operation. **Our current Public Sector customers in IL include, among others: Huntley CSD 158, Rockford Public Schools 205, Herscher CUSD 2 and Bradley-Bourbonnais CHSD 307.** We are excited to bring our expertise with the public-school segment to bring Oak Brook Park District's solar project to fruition.

## In-House Asset Management

Many solar and storage companies use third-party contractors for asset management services during the life of a system. Not us. Our asset management team are all 100% ForeFront Power employees, at your service when you need them, to ensure optimal operation and swift repairs. We manage all vendors, including operations and maintenance, warranty claims, etc., so we will be your one point of contact throughout the project lifetime. Keeping asset management in-house improves service and the system's health, and it also reduces costs and generates additional savings. We are your long-term partners in this system and will be there with you every step of the way to ensure that the District gets the most out of your solar investment. **ForeFront Power's operating portfolio has a performance index of greater than 99 percent (measured energy versus modeled energy).**

## PPA Pricing and Performance Guarantee

ForeFront Power's solution for Oak Brook Park District ("District") **maximizes solar output at your site, ensuring that the District benefits from the lowest responsible price possible.** Our offering and pricing are based on the analysis of the provided conceptual layouts and EPC pricing by General Electric Corp ("GEC").

Our typical PPA offering is often based on a conceptual design (developed by our design team) that has been evaluated for indicative pricing by one or more of our EPC partners. Because the design and tentative schedule for this project have already been created by GEC and provided with this RFP, our PPA rate is based on the provided GEC cost and schedule, not including additional allowances or contingency for the schedule being unattainable or additional cost inflation. In addition to the GEC pricing inclusions listed in the RFP documentation, we are also assuming that the pricing is valid for a system designed and installed in accordance with our design and engineering standards for systems owned and operated in the long term by ForeFront Power. **All pricing presented assumes the IL Shines Large DG Block pricing for Program year 2025-2026, and the ComEd Smart Inverter Rebate.**

If awarded the site, additional diligence will be necessary to further determine the feasibility of the projects (such as analysis of any structural feasibility assessments of the existing roof framing by a licensed structural engineer, roof boundary and topography surveys, site walks with the ability to de-



energize electrical services to confirm tie-in strategy, and land/title reports to identify potential title exceptions.

The pricing provided in the tables below includes the following pricing scenarios:

- a. Energy Community Adder (10%) ITC (total 40% ITC):
  - i. We have determined the District qualifies as an “Energy Community” under the IRA qualifications. This also assumes the design provided by GEC with Qcell modules.
- b. Domestic Content Adder + Energy Communities Adder (total 50% ITC):
  - i. This design includes domestic modules procured by ForeFront Power and the Energy Community qualification.

**Table 1. PPA Pricing assuming IRA adders at Oak Brook Park District**

Solar PPA	PPA Rate	ITC %	Esc %	Term (Years)	System Size (kWdc)	% Energy Offset	Estimated 20 Year Savings
The Family Recreation Center (GEC Design – Including EC Adder)	\$0.0666	40%	0%	20	606	62%	\$1,472,662
The Family Recreation Center (Domestic Content + EC Adder)	\$0.0587	50%	0%	20	428	51%	\$1,337,378

\*All pricing is contingent on changes to EPC costs due to tariffs and inflation, changes in contracting/build schedule, and IRA adder availability.

\*Please see the list of changes that could affect the PPA rate below:

- Changes in EPC cost, whether resulting from labor/hardware price increases, changes in design/scope, or schedule impacts.
- Changes in EPC cost if union labor or a Project Labor Agreement is later determined to be necessary to maintain labor harmony
- Construction or discretionary permit fees (if not included in all-inclusive EPC project cost)
- Utility infrastructure upgrades (if determined to be required by interconnection studies)
- Interest rates not improving in the next 6 months

**For guaranteed savings, our proposal includes our best-in-class, 90% performance guarantee with a two-year true-up.** Thus, if solar fails to produce the promised kWh in a two-year period, we compensate the district for the kWh you had to purchase from your utility.

Please see Exhibit 6 and 7. for ForeFront Power’s Sample Agreements. As a note, our PPA contracts are also referred to as ESA (“Energy Service Agreement”) contracts.



## Contracting and Payment Schedule

Our EPC contract with GEC will closely follow the execution of the PPA contracts with the District.

The proposed EPC payment schedule based on our agreement is below. ForeFront is amenable to negotiating the schedule of values below within the EPC agreement with GEC, as well as if a different list of items or a monthly progress billing scheme is desired. The EPC General Terms and Conditions as well as the Special Conditions are being shared in Exhibit 4 and 5.

Payment Milestone	% of Contract Value	Target Date (Assumed for Project Timeline in RFP)
<b>Contract Execution</b>	5.0%	August – September 2025
<b>System Design Completion</b>	5.0%	
<b>Permit Issued</b>	5.0%	
<b>Limited Notice to Proceed for Long Lead Equipment</b>	7.5%	
<b>Full Notice to Proceed</b>	10.0%	October 2025 – April 2026
<b>Delivery of Major Equipment</b>	7.5%	
<b>Mobilization</b>	5.0%	
<b>50% PV racking installation</b>	7.5%	
<b>100% PV racking installation</b>	7.5%	
<b>50% Modules installation</b>	7.5%	
<b>100% Modules installation</b>	7.5%	
<b>100% Inverters installation</b>	5.0%	
<b>Mechanical Completion</b>	10.0%	
<b>Substantial Completion</b>	5.0%	
<b>Final Completion</b>	5.0%	



## Community Engagement, Working with Our Neighbors

ForeFront Power takes its company values seriously – key among these values are social responsibility and stewardship. As one means of living out these values, the company has created a Community Investment program designed to uplift communities where we live and where we build.

**Where We Live:** At the corporate level, ForeFront Power contributes time and money toward causes that both align with the company mission and that employees care about. This includes paid time off for employees to volunteer as well as corporate-level donations and employee donation matching, to organizations that have included:

- National Parks Conservation Association
- The Footprint Project
- Fresno Fire Chief Foundation
- Movember
- Susan G Komen Walk Breast Cancer

**Where We Build:** A fundamental part of how we do business includes giving back to communities where our projects are located. Considering insights and feedback from our customers, we engage with causes and organizations delivering on-the-ground impact. These causes and organizations often fall in one or more of the below categories:

- **Workforce development** – Ensuring a flourishing, diverse workforce for today and tomorrow requires access to education, training, and other skills-building opportunities. We often contribute toward job training programs, and other career development initiatives, particularly to those that display a strong commitment to diversity, equity, inclusion, and justice (DEIJ) initiatives.
- **STEM Education** – To prepare the clean energy and transportation workforce of tomorrow, we invest in educational causes, particularly to those related to energy, transportation, or STEM more broadly. We also favor causes that display a strong commitment to DEIJ initiatives.
- **Meeting basic needs** – Once basic needs are met, people are better able to focus on building a future for themselves, their families, and their communities. In this vein, we often partner on holiday food drives or other causes that meet basic needs in local communities, and we particularly focus on those that ensure people of *all backgrounds* have a chance to build the life they dream of.
- **Disaster relief** – Disasters can impact any of our communities, and recovery often requires “all hands on deck.” Building is a passion of ours at ForeFront Power, and when a local community we’re connected to has a need to rebuild, we’d like to be there -- whether through employee volunteering, donations of goods, or monetary contributions.

## Your Marketing & PR Partner

Upon award of the Core Fitness Facility site, ForeFront Power provides marketing services to kick off PR that bolsters Lemont Park District’s reputation for environmental and sustainability leadership. Our team creates marketing content for your project and executes outreach to the press, so constituents statewide can hear about the good news.





We offer a suite of marketing services to help publicize your project, including:

- Professional photography & aerial footage of the site
- Videos
- Press Releases and Media Outreach
- Social Media Packages
- Site signage
- Ground-breaking & Ribbon-cutting Events



# Company Profile

*A brief company overview, including experience in ComEd territory, team qualifications, and financial stability.*

ForeFront Power is paving the way for local governments and municipalities, schools and universities, commercial businesses, and community members and households, to reap the benefits of solar energy. For over a decade, we’ve worked with our partners to deliver **over 1.6 GW of projects** like those proposed herein.

Our proven project development, financing, and engineering expertise along with our best-in-class asset management enable us to provide our partners with the highest quality solar and storage options, which reduce expenses, achieve sustainability targets, and spread the use of clean energy. Headquartered in San Francisco, ForeFront Power has offices in New York, Chicago, and Mexico City.

As a wholly owned subsidiary of Mitsui, ForeFront Power has access to one of the industry’s largest balance sheets to develop and construct solar projects. By leveraging this balance sheet, ForeFront Power can arrange diverse financing structures and efficiently close transactions. This combination allows ForeFront Power to easily finance projects without 3rd party development funding, thus avoiding costly project delays and uncertainties.

Please see Exhibit 1 and 2. for Mitsui’s financial statements.

**Table 1. Key Corporate Information**

Company Name	Forefront Power, LLC
<b>West Coast Office and Headquarters</b>	100 Montgomery Street, Suite 725 San Francisco, CA 94104
<b>East Coast Office</b>	1460 Broadway, New York, NY 10036
<b>MidWest Office</b>	200 East Randolph Drive, Suite 5200 Chicago, Illinois 60601
<b>Employees</b>	136
<b>Parent Company</b>	Mitsui & Co., Ltd.



## National Experience

We are a leading developer for commercial, industrial, and public sector entities across the US, with over 1,000 unique customers served.

ForeFront Power’s team has over 15 years of experience, including project development work across 29 states in the US and Mexico, with local presence in California (headquarters), Illinois, and New York.

ForeFront Power’s focus is the development of solar, energy storage, and transportation electrification projects customized to meet the needs of commercial and industrial customers. This translates to the following benefits for our customers:

Our Experience		
<b>Public Sector</b>	794 MW	1152 projects
<b>Corporate</b>	389 MW	581 projects
<b>Others</b>	455 MW	155 projects
<b>Total</b>	<b>1.6 GW</b>	<b>1,888 projects</b>



- Expertise with Projects of Similar Size and Scope
- Best-in-Class Customer Experience
- Single Partner for Life of the Project

We have more than 300 public sector customers across the United States encompasses projects in multiple stages: from detailed design and permitting to being fully operational.

This translates to over 775 MWs of public sector project experience under our belt over more than 1,115 sites, with 60 MWs being roof-mounted systems. Our extensive experience with the public sector and executing projects will be essential for the success of the Oak Brook Park District project.

For a complete list of public sector customers, please see Exhibit 8.



## Illinois Market and Illinois Shines Program Experience

ForeFront Power alone has submitted 89 community solar and behind the meter projects to the Illinois Power Agency (IPA) Illinois Shines Program since its opening in February 2019. Having submitted such a high volume of interconnection and permitting applications, our team has intimate knowledge of ComEd’s interconnection process.

100% of the behind-the-meter systems we have developed—systems similar in size and scope to those we are proposing herein—received incentives from the Illinois Shines Program.

This experience is essential to the District’s ability to pursue this project.

We are the trusted partner in the development of both on-site and off-site projects for many commercial and public sector customers in the state, including:

- Huntley Community School District 158
- Rockford Public Schools District 205
- Herscher CUSD 2
- Bradley-Bourbonnais CHSD 307
- Mooseheart Child City and School
- Mundelein ESD 75
- Harlem 122 SD
- Aisin Electronics Illinois
- Aisin Light Metals
- Aisin Manufacturing Illinois
- Silgan
- Anheuser-Busch Companies, Inc.
- South Metropolitan Higher Education Consortium (SMHEC)


With ForeFront Power’s extensive experience and knowledge in Illinois, our team is confident we are the best-positioned developer in the market to provide the most reliable path to execution for the District. A partnership with ForeFront Power leverages not only our proven track record in Illinois, but also our extensive experience in the public sector, proven ability to succeed in new markets, and competitive pricing structure.




# Company Personnel


For a detailed resume on each of the personnel listed here, please refer to Exhibit 9.


### YOUR PROJECT LEADS

 **Ana Diaz-Puskar**  
Sales Manager  
Remote

 **Burke Kascha-Hare**  
Senior Director, Behind-the-Meter  
New York, NY

### FINANCE, SALES, & LEGAL

 **Bryan Eckstein**  
Chief Financial Officer  
San Francisco, CA

 **Kristin Frooshani**  
Chief Legal Officer  
Remote




### PROJECT DEVELOPMENT & ENGINEERING


 **Charlie Sohm**  
Chief Development Officer  
San Francisco, CA


 **Casey Miller**  
Sr. Director, Development  
San Francisco, CA

 **Aaron Sanders, PE**  
Director, Engineering  
San Francisco, CA

### SUPPORT TEAM

 **Nate Skon**  
SVP, Asset Management  
New York

 **Aly Crofford**  
Director, Asset Management  
Remote

 **Tyler Cheney**  
Director, Asset Management  
Remote

# References

## Mundelein School District

Mundelein, Illinois



Sector and Segment	Interconnecting Utility
Public Sector – Educational K12	ComEd
Project Size and Type	Contact Info
600 kW across over three Rooftop projects	Dave Zaremba <a href="mailto:dzaremba@d75.org">dzaremba@d75.org</a>
PPA to Execution	Subcontractors
December 2018 – March 2022	WCP
Project Cost	Estimated Savings
Confidential	Millions in utility savings over the 25-year project term





# Huntley Community School District 158

Huntley, Illinois



Sector and Segment	Interconnecting Utility
Public Sector – Educational K12	ComEd
Project Size and Type	Contact Info
5.5 MW across 3 Ground Mount projects	Mark Altmayer – CFO 847-659-6111 <a href="mailto:maltmayer@district158.org">maltmayer@district158.org</a>
PPA to Execution	Subcontractors
June 2018 – April 2020	SolAmerica Energy Services
Project Cost	Estimated Savings
Confidential	\$4.2 million in utility savings over the 20-year project term
Included features	Environmental Impact
O&M, STEM curriculum	5,727 tons of CO2 avoided per year.



## Harlem 122 School District

Harlem, Illinois



Sector and Segment	Interconnecting Utility
Public Sector – Educational K-12	Commonwealth Edison Company
Project Size and Type	Contact Info
1.34 MW across 5 sites (Ground +Rooftop)	Joshua Aurand Assitant Superintendent for Business and Operations (815)654-4697 josh.aurand@harlem122.org
PPA to Execution	Subcontractors
December 2018 – May 2021	WCP Solar
Project Cost	Estimated Savings
Confidential	\$1 Million over 20 years





## Mooseheart Child City School, Inc.

Kane County, Illinois



Sector and Segment	Interconnecting Utility
Public Sector – Non Profit	ComEd
Project Size and Type	Contact Info
2.8 MW across over one Ground Mount projects	Available upon request
PPA to Execution	Subcontractors
April 2018 – Nov 2020	SolAmerica Energy Services
Project Cost	Estimated Savings
Confidential	Millions in utility savings over the 25-year project term



# Warranty, Insurance & Performance Guarantee

## Equipment Selection Approach & Warranties

In today’s highly competitive solar market, reputation is everything. We stand by ours as a provider of premium solar systems with a neutral technology approach.

Our procurement strategy is carefully curated and has been market-tested by our Development and Engineering teams for over a decade. We work with only “Tier 1” equipment suppliers, which means the most bankable products from the most reputable companies with industry-leading warranty protection. **Our procurement philosophy is “highest quality for best value.”** Our competitors will offer premium equipment at premium costs, but because of the breadth and depth of our vendor relationships, we can assemble premium systems at discount prices.

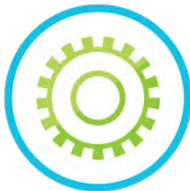
When considering suppliers, we look for:



A reputable brand with track of successful projects in the market



Bankable modules and energy storage systems from manufacturers that have a healthy balance sheet



Excellence in efficiency and performance. As we are the owner and operator of the system, we are incentivized to keep the system running at maximum capacity without any needless equipment malfunctions



The best warranties to ensure we—as the owner—and our partners are protected. In the case that a partner wishes to exercise its purchase option for the system, the warranties pass through in the purchase.



Suppliers with which we have strong relationships and whose products we know intimately

Since all operations, maintenance, and repairs are the responsibility of ForeFront Power under our Energy Services Agreement (ESA), it's our responsibility to fix any equipment issues that may or may not be covered by the manufacturer's warranties. We can offer the most competitive pricing to the District by using standard manufacturer warranties on equipment and bearing any risk of project performance in-house.

If the District were to purchase the system under the terms of the ESA and take ownership, all system warranties would be passed through to the District.

**Table 2. Equipment Selections**

Equipment	Supplier
Module	Qcells
Inverters	SolarEdge
Racking (Rooftop)	PanelClaw

**Table 3. Equipment Selections (Domestic Content)**

Equipment	Supplier
Module	Heliene
Inverters	SolarEdge
Racking (Rooftop)	PanelClaw

## Insurance

Please see Exhibit 3. for a sample certificate of insurance. ForeFront Power can review the insurance requirement from Oak Brook Park District upon project award.



## Project Guarantees

### Predicted vs Actual Energy Production

All solar photovoltaic installations owned or managed by ForeFront Power must have remote real-time monitoring capabilities through a Data Acquisition System (DAS). We partner with Also Energy as our DAS provider.

Also is a cloud-based software that aggregates, organizes, and analyzes the performance of our client’s solar projects. This product will provide not only monitoring information to us, so we can access, manage, and identify the causes of a solar system’s failure to meet performance expectations, but also gives the customer the ability to verify and validate the performance of their projects on a site-by-site case.

With this approach, the customer has the guarantee that their interests are aligned with the duration of the ESA contract and does not need to worry about any replacement of parts or any other inconvenient that might occur.

The customer will also have a single point of contact within our asset management team that the customer personnel can call at any time with questions or needs.

Please see below an example of system performance for Huntley School District – a sample of what the kiosk display looks like for Huntley can be found in Exhibit 10.

**Table 4. Example of a ForeFront Power project performance (Huntley School District)**

Description	Project Data
<b>Project Name</b>	Huntley School District
<b>System Type</b>	Ground Mount
<b>System Capacity (kW DC)</b>	20,673
<b>Completion Date</b>	October 2020
<b>Lifetime Performance Ratio</b>	96% weather-adjusted. 95% to P50 PVSystem

### Performance Guarantee

ForeFront Power’s proposal includes our best-in-class, **90% performance guarantee with 2-year true-up for solar**. Thus, if the solar fails to produce the promised kWh in any given year, we compensate the district for the kWh you had to purchase from your utility. Please refer to our Minimum Guaranteed Output Language in the Special Conditions sections in Exhibit 6. ForeFront Power Contract Draft.





# Operations and Maintenance

ForeFront Power has its own in-house asset management team, which means you work with one partner—us—for the entire lifetime of the project from design to development, to construction, and to operation. ForeFront Power’s Development, Engineering, and Asset Management teams developed high-quality standards for Operations and Maintenance to ensure our systems perform as planned. The tables on the following pages outline the services that can be expected over the life of the agreement.

The U.S. Department of Energy’s National Renewable Energy Laboratory has produced research that singles out the most robust operations and maintenance programs, which we use in the design, engineering, and construction of our systems. ForeFront Power centers system performance through all stages of our projects. **ForeFront Power’s operating portfolio has a performance index of greater than 99 percent (measured energy versus modeled energy).**

## ForeFront Power O&M Approach and Monitoring

Our asset management and operations and maintenance (O&M) approaches are outlined below. ‘Operator’ refers to ForeFront Power’s Asset Management team.

In-House Asset Management	Maintenance
<ul style="list-style-type: none"> <li>• Single Contact for Customer Care Needs</li> <li>• Flexible Billing and Payment Solutions</li> <li>• Equipment Warranty Management</li> <li>• Coordination of All Maintenance and Service Calls</li> <li>• Contractual &amp; Regulatory Compliance</li> <li>• Performance Guarantee Reporting</li> <li>• Subcontractor Management</li> <li>• Operational Reporting and Key Performance Indicators</li> <li>• System Optimization</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanical Preventative Maintenance</li> <li>• Electrical and Inverter Preventative Maintenance</li> <li>• System Cleaning Procedure</li> <li>• Vegetation Abatement</li> <li>• Telephone Support</li> <li>• Procedures for Alert Response</li> <li>• Adherence to ForeFront Power Minimum Standards</li> </ul>
Performance Monitoring	Partner Training
<ul style="list-style-type: none"> <li>• Data Acquisition System (DAS)</li> <li>• Diagnose all system warnings, alarms, or anomalies identified or issued</li> <li>• Online Monitoring Dashboard</li> <li>• Production Reporting</li> </ul>	<ul style="list-style-type: none"> <li>• On-Site Training and System Walkthrough</li> <li>• System Commissioning Documentation</li> <li>• Safety Guide and Contact Information</li> </ul>



- Carbon Offset Data and Savings Estimates

## Operations and Maintenance Standards

ForeFront Power’s Development, Engineering, and Asset Management teams developed high quality standards for Operations and Maintenance to ensure our systems perform as planned. The tables below outline the services that you can expect over the life of the PPA.

It is important to note that all Operations and Maintenance activities described over the following pages are fully included in the proposed PPA pricing for no additional cost.

**Table 5: Maintenance Schedule – Forefront Power Minimum Standards**

Category	Activity	12 Months
Mechanical Inspection	Inspect DC Disconnects, Combiners, and Fuses	⊙
	Check for Insect or Rodent Issues	⊙
	Check for Moisture Build-up	⊙
	Check and Test Weather Station Components	⊙
	Clean Any Visible Debris or Excess Vegetation	⊙
	Verify Torque Specifications	⊙
	Check Coolant Levels, as needed	⊙
Electrical Inspection	Inspect Grounding Continuity across Structures	⊙
	Check Condition of Wires, Ties, and Frames	⊙
	Inspect Wire Runs and Conduits	⊙
	Inspect Inverter for Damage	⊙
	Vacuum Debris Near Inverter	⊙
	Clean / Replace Inverter Air Filters	⊙



System Testing	DC String Test	⊙
	Open Circuit Voltage Test	⊙
	Short Circuit Current Test	⊙
	Inverter Input / Output Voltages	⊙
	Record All Current Values	⊙
	Shut Down System; Restart; Verify Operation	⊙
	Visual Inspection	⊙



# Supplemental Information

## Incentives and Risks

### Investment Tax Credit:

The reconciliation bill (the One Big Beautiful Bill Act – OBBBA) that was signed by President Trump on July 4th, 2025, currently has the ITC phasing out after 2027 – and has strict requirements for projects to be able to claim it in the coming years. The two requirements currently affecting any future signed projects with our customers include the start of construction requirement 12 months after bill enactment (July 4th, 2026), and the Placed in-Service (PIS) requirement, which requires a project to be placed in service four (4) years after the project commences construction.

At ForeFront Power we have been preparing a safe harbor strategy that would allow us to purchase modules to meet the start of construction requirements and ensure this project is able to capture the full ITC available to these projects, as long as the District is committed to move forward with us as the project developer by the fall. Our current schedule for the sites varies by system type and size, with the target being that all of the portfolio will be online by 2027 at the latest, meeting the four-year PIS requirement.

Currently, the biggest risk to our safe harbor strategy is the Executive Order issued by President Trump on July 7th, 2025 which requires the Treasury to amend guidance on safe harboring within 45 days of the bill enactment. The effective date on when that guidance will be issued is expected to be August 16th. We are following this closely with our tax counsel, and any implications that may arise for this portfolio and others. We expect to be in communication with GEC and Belden Energy to provide updates on this matter and how it affects our pricing, if at all.

### Energy Community ITC adder:

Under the IRA, some sites qualify for an Energy Community (EC) Adder to the ITC of 10%. Recent guidance from the Treasury released June 24<sup>th</sup>, 2025, has unveiled that this site would potentially meet the criteria to allow for a 10% ITC adder.

The criteria to determine an eligible Energy Community includes:

- Since 2009, the MSA exceeded 0.17% fossil fuel employment at least once.
- Has an unemployment rate at or above the national average for the previous year?

The site qualifies as an energy community based on the above requirements. The unemployment rate has exceeded the national average for 5 consecutive years. As a result, as long as the IRA qualifications remain unchanged and available, this site is likely to be awarded a bonus and receive an additional 10% ITC to the 30% base.

Our pricing will still be valid, assuming the qualifications for the energy community adder still exist and/or do not materially change by the time construction starts on this project.



## Domestic Content ITC adder:

The domestic content adder under the Inflation Reduction Act (IRA) provides an additional financial incentive for renewable energy projects, including solar, to use domestically produced materials and components. Specifically, it offers a bonus of 10% to the investment tax credit (ITC) for projects that meet certain domestic content requirements. To qualify, a specified percentage of the total cost of the project must be attributed to domestic-made products, such as solar modules, inverters, and other critical components.

We have provided an alternative design and price assuming we will have domestic content hardware (modules) by the time of construction start of this project. Current Senate language includes a 45% US made requirement for projects to qualify for this adder.

Current risks with domestic manufacturing include:

- Potential supply constraints and variability in product availability. The bankability of domestic suppliers varies, with some facing financial instability or production capacity limitations that could jeopardize project timelines and performance guarantees. ForeFront Power is currently undertaking a thorough due diligence and risk assessment of the expected OEMs we are considering.

ForeFront Power undertook a sourcing initiative in 2022 for photovoltaic (PV) modules, resulting in de-risked supply for commodity products, including an opening of supply from US domestic sources. We have access to domestic supply today and are in the final stages of securing these modules for select projects for 2025 and forward procuring for future years, contingent on creation of new capacity and expansion of current capacity by certain module manufacturers. ForeFront Power is working with inverter (SolarEdge) and racking vendors (PanelClaw) on an alternative approach for when domestic PV modules cannot realistically be used.

Our pricing will still be valid, assuming the qualifications for the domestic content adder still exist and/or do not materially change by the time construction starts on this project.

## ForeFront Power's Approvals process

The following is required before ForeFront Power will be able to approve a project to start construction (issue formal Notice to Proceed) on a project:

- Project has received all permit approvals by AHJ (including building and conditional permits where appropriate) and has been fully de-risked.
- Interconnection approval from ComEd.
- Submission (and expected award) of Illinois Shines REC incentive to the IPA/ICC.
- Negotiated final contract forms and terms with GEC.
- Project economics still have this project as a viable investment for ForeFront Power. This includes but is not limited to any potential changes to ITC levels, or the Illinois Shines program expected incentive levels.

Once these items are finalized, we expect a 2 -3-week turnaround for final approvals from our Executive Committee.

## ForeFront Energy

### Fixed 5.87¢ PPA\* vs. ComEd Costs on the Solar Production at the FRC

\*With Credit/Payment Assurances and Accelerated Start of Operations

Year	Annual Solar Production Volume (kW/hrs)	Forecasted ComEd Unit Rate	PPA Fixed Rate	Forecasted ComEd Annual Costs	PPA Annual Costs	Annual Savings ComEd vs. PPA
1	656,000	\$0.135	\$0.0587	\$88,560	\$38,507	\$50,053
2	652,720	\$0.155	\$0.0587	\$101,172	\$38,315	\$62,857
3	649,456	\$0.158	\$0.0587	\$102,679	\$38,123	\$64,556
4	646,209	\$0.161	\$0.0587	\$104,234	\$37,932	\$66,301
5	642,978	\$0.165	\$0.0587	\$105,770	\$37,743	\$68,027
6	639,763	\$0.168	\$0.0587	\$107,352	\$37,554	\$69,798
7	636,564	\$0.171	\$0.0587	\$108,916	\$37,366	\$71,550
8	633,382	\$0.175	\$0.0587	\$110,588	\$37,180	\$73,409
9	630,215	\$0.178	\$0.0587	\$112,178	\$36,994	\$75,185
10	627,064	\$0.182	\$0.0587	\$113,875	\$36,809	\$77,066
11	623,928	\$0.185	\$0.0587	\$115,551	\$36,625	\$78,927
12	620,809	\$0.189	\$0.0587	\$117,271	\$36,441	\$80,829
13	617,705	\$0.193	\$0.0587	\$119,032	\$36,259	\$82,772
14	614,616	\$0.197	\$0.0587	\$120,834	\$36,078	\$84,756
15	611,543	\$0.201	\$0.0587	\$122,614	\$35,898	\$86,717
16	608,485	\$0.205	\$0.0587	\$124,435	\$35,718	\$88,717
17	605,443	\$0.209	\$0.0587	\$126,295	\$35,540	\$90,756
18	602,416	\$0.213	\$0.0587	\$128,194	\$35,362	\$92,832
19	599,404	\$0.217	\$0.0587	\$130,071	\$35,185	\$94,886
20	596,407	\$0.221	\$0.0587	\$132,045	\$35,009	\$97,035
	12,515,107			\$2,291,666	\$734,637	\$1,557,029

ComEd Rates escalate at 2% per year and include supply, transmission services and delivery costs

Volumes listed are for annual solar production and derated by 0.5% per year

ForeFront Bid Evaluation for Total Points scored 90 out of 100 Points



## **Forefront Power Reference Checks**

**Mark Altmayer, Huntley School District**

**Chief Financial Officer, Treasurer**

The system was installed in September of 2020

Huntley School District is one of the largest school solar users in the state with more than 6 megawatts of production.

Staff at the school district were included in all aspects of the installation.

Forefront has maintained the same power-purchase rate since installing the system.

They have exceeded expectations for each of the past 4-5 years. They are still performing above expectations.

At that time, the school district received 4-5 PPA responses to the RFP. Forefront's response was the most detailed and thorough.

"Forefront knew more about solar than all the other respondents combined. no question, I give them a glowing review. They are our energy partner"-Mark

**David Zaremba, Mundelein School District**

**Director of Facilities**

The system was installed in the summer of 2022.

Mundelein School District project size is 600 kilowatts, like the Family Recreation Center project.

"Our CPA is happy; the system saves about 11% per month. The system has been performing well".

-Mundelein School District is in a lease-to-purchase agreement for 25 years.

"Forefront keeps a good watch on the system, they come out for site visits, monitor the system, and change parts as needed"-David



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: ORDINANCE 25-0722: AN ORDINANCE PROVIDING FOR DECLARATION OF VACANCY ON THE BOARD OF PARK COMMISSIONERS**

**AGENDA No.:** 7 E

**MEETING DATE:** JULY 21, 2025

STAFF REVIEW:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

During the closed session on May 19, 2025, the Board of Commissioners reached a majority consensus to implement a formal policy addressing Commissioner absenteeism and reinforcing expectations regarding attendance and service. The Board directed District Attorney Steve Adams to draft the corresponding ordinance.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

Ordinance 25-0722 sets a threshold of four missed Board meetings within any 12-month period as grounds for declaring a Commissioner's seat vacant. It also establishes a formal process for making such a determination.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Ordinance 25-0722: An Ordinance Providing for Declaration of Vacancy on The Board of Park Commissioners.

**OAK BROOK PARK DISTRICT  
ORDINANCE NO. 25-0722**

**AN ORDINANCE PROVIDING FOR DECLARATION OF VACANCY ON  
THE BOARD OF PARK COMMISSIONERS**

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**RECITALS**

**WHEREAS**, the Oak Brook Park District ("District") is an Illinois park district organized and operating under and pursuant to the provisions of the Illinois Park District Code (70 ILCS 1205/1-1 *et seq.*) ("Code") and all laws amendatory thereof and supplementary thereto;

**WHEREAS**, the District is governed by five (5) individuals elected or appointed from time to time and comprising the Board of Park Commissioners ("Board") of the District;

**WHEREAS**, the Board is empowered to pass all necessary ordinances, rules and regulations for the proper management and conduct of the business of the Board and District and to manage and control the officers and property of the District;

**WHEREAS**, the members of the Board are elected to serve and represent the public, and an integral part of such service is attendance at the regular monthly meetings of the Board and at such special or other meetings of the Board, as may be called to order from time to time;

**WHEREAS**, the failure of a member of the Board ("Commissioner") to attend the meetings of the Board deprives the electorate of the District of its full representation and may result in the inability of the Board to take necessary action on a matter before it;

**WHEREAS**, Article 2, Section 25 of the Code provides that whenever any Commissioner neglects to attend the meetings of the Board for the length of time that the Board fixes by ordinance, such Commissioner's office may be declared vacant (70 ILCS 1205/2-25); and

**WHEREAS**, the Board wishes to (1) fix the length of time that a Commissioner may fail to attend meetings in order for such Commissioner's office to be declared vacant and (2) to provide a procedure pursuant to which a declaration of vacancy as aforesaid may be rendered.

**NOW, THEREFORE, IT IS HEREBY ORDAINED** by the Board of Park Commissioners of the Oak Brook Park District as follows:

**SECTION 1.** INCORPORATION OF RECITALS. That the recitals hereinabove set forth are true and correct and are incorporated into the text of this Ordinance to the same extent as if each of such recitals had been set forth herein in its entirety.

**SECTION 2.** REPEATED FAILURE TO ATTEND MEETINGS. The Board may declare vacant the office of any Commissioner who fails to attend four (4) or more of all duly called and held regular and special meetings of the Board within any twelve (12) month period after the effective date of this Ordinance. A Commissioner will be deemed present at a regular Board meeting or committee of the whole meeting if they attend in person or by audio or video conference in accordance with applicable Board policy (Section 1.1.1(G) of the Administrative Policies and Procedures Manual, dated July 21, 2025). Prior to declaring the office vacant under this Ordinance, the Board shall convene a meeting closed to the public for the purpose of conducting a hearing to consider whether the office of such Commissioner shall be declared vacant (“Hearing”), pursuant to 70 ILCS 1205/2-25 and 5 ILCS 120/2 (c)(3).

**SECTION 3.** HEARING.

- (a) At the Hearing, the Board shall determine whether the Commissioner failed to attend four (4) or more of all duly called and held regular and special meetings of the Board within any twelve (12) month period. The Commissioner whose office is in question shall be given at least fourteen (14) days prior written notice of the Hearing ("Hearing Notice") by the President of the Board.
- (b) The Hearing Notice shall include notice of the possible declaration of vacancy of the Commissioner’s seat on the Board, the date, time and location of the Hearing and a listing of the dates of meetings that the Commissioner has allegedly failed to attend in accordance with this Ordinance.
- (c) The Commissioner whose seat may be declared vacant shall have the right to be present at and to participate in the Hearing. The Commissioner shall also have the right to be represented by counsel (at the subject Commissioner’s expense) prior to, during, and after the Hearing.
- (d) During the Hearing, the Board shall provide the Commissioner whose seat is being challenged with certified copies of the minutes of the meetings which the Commissioner is alleged to have missed, and such certified copies shall be a rebuttable presumption that the Commissioner failed to attend each meeting for which the minutes reflect the Commissioner’s absence.
- (e) At the Hearing, the Commissioner whose seat on the Board may be declared vacant may present oral and/or written evidence and/or present any witnesses to establish such Commissioner’s attendance at any meeting where the aforesaid minutes reflect such Commissioner’s absence.
- (f) The President of the Board shall preside at the Hearing and may be assisted by legal counsel for the District.
- (g) No final action shall be taken at the Hearing.

**SECTION 4.** DECLARATION OF VACANCY. At any time after the adjournment of the Hearing, the Board shall, at a meeting open to the public, make finding(s) of fact regarding the number of meetings missed by the Commissioner during any period of twelve

(12) months and if such finding indicates that the Commissioner failed to attend four (4) or more of such meetings, the Board may declare the office of said Commissioner vacant by the affirmative roll call vote of majority of the Board (and not less than three (3) members of the Board), whereupon said office shall be vacant and may be filled by the remaining members of the Board in accordance with the provisions of Section 2-25 of the Code (70 ILCS 1205/2-25).

**SECTION 5. INVALIDITY.** If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unlawful or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof.

**PASSED AND APPROVED THIS 21<sup>st</sup> DAY OF JULY 2025.**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**OAK BROOK PARK DISTRICT**

By:

\_\_\_\_\_  
Sharon Knitter, President

**ATTEST:**

By:

\_\_\_\_\_  
Laure L. Kosey, Secretary



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: SECTION 4 – ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL, PART I**

**AGENDA NO.:** 7 F

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:** Director of Recreation and Communications, Robert Pechous:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners last approved the Administrative Policies and Procedures Manual on April 19, 2021.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Manual will be presented to the Board in sections. The revisions include the addition of new policies, clarification of existing policies, and changes to comply with federal and state laws.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Section 4 of the Administrative Policies and Procedures Manual, Part I.





#### **4.1 Accounts Payable Policy and Procedures**

##### **Vendor Setup**

New Vendors must provide specific information before any payments can be processed. The employee who is initiating the transaction must request that the vendor complete a "Vendor Information Request" form, a properly completed W-9, and a Certificate of Insurance (if the vendor is providing services on-site). The completed forms shall be given to the Finance Manager. The Certificate of Insurance will be forwarded to the Administrative Services Specialist.

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In addition, it is the employee's responsibility to inform the vendor of the District's Tax-Exempt Status and to provide the Vendor with a current Tax Exemption Certificate to ensure that no sales tax is included on the invoice.

##### **Invoice Approval**

Vendors must submit an invoice to the Finance Department, preferably by email to (invoices@obparks.org). An invoice is an official request for payment from a vendor. It must include a date, and a specific description of the items received, or services rendered (including quantities). It should also clearly state who has provided these goods or services, the address that the payment should be remitted to, and show the Oak Brook Park District as the recipient of these goods or services.

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A quote, statement, order confirmation, packing list, receipt, delivery ticket, etc. generally does not contain all of the required information, and cannot be used to generate a payment.

In addition, for purchases of \$1,000 or greater, there must also be an approved Purchase Order in the system before any invoice can be processed.

There may be occasions where a check is required but no invoice exists. In these instances, the requestor shall complete an 'Accounts Payable Voucher' (available from the Finance Manager), have it approved by their department head, and attach supporting documentation before submitting it to the Finance Manager.

All payments shall be processed within our BS&A Accounts Payable software, which requires several levels of approval, whether by ACH, EFT, petty cash, or paper check. Vendor invoices for goods and/or services provided to the Park District shall be approved within 30 days after receipt of the invoice.

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~~Vendor invoices shall be paid for goods and services provided to the Park District within 30 days after receipt of an invoice.~~

**Payment**

~~Payment shall be made within 30 days of invoice approval.~~ Vendor terms that are outside the Net 30 term may require ~~a manual~~ an interim check or electronic payment in order to eliminate late fees. ~~Manual~~ Interim checks will be processed on Thursdays as needed. ~~All payments will be summarized in the monthly Warrant Report and be approved by the board.~~

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The Executive Director, Chief Financial Officer and the Board Treasurer have the authority to sign Accounts Payable checks as part of the issuance of the monthly warrant. A single signature is required of checks from \$0.00 to \$49,999.99. Checks greater than \$510,000.00 require 2 signatures. ~~New Vendors must provide specific information before any payments can be processed. The employee who is initiating the transaction must request that the vendor complete a "Vendor Information Request" form, a properly completed W-9, and a Certificate of Insurance (if the vendor is providing services on site). The completed forms shall be given to the Finance Manager. The Certificate of Insurance will be forwarded to the Administrative Services Specialist. In addition, it is the employee's responsibility to inform the vendor of the District's Tax Exempt Status and to provide the Vendor with a current Tax Exemption Certificate to ensure that no sales tax is included on the invoice.~~

~~Vendors must submit an invoice to the Finance Department, preferably by email to (invoices@obparks.org). An invoice is an official request for payment from a vendor. It must include a date, and a specific description of the items received, or services rendered (including quantities). It should also clearly state who has provided these goods or services, the address that the payment should be remitted to, and show the Oak Brook Park District as the recipient of these goods or services.~~

~~A quote, statement, order confirmation, packing list, receipt, delivery ticket, etc. generally does not contain all of the required information, and cannot be used to generate a payment.~~

~~There may be occasions where a check is required but no invoice exists. In these instances, the requestor shall complete an 'Accounts Payable Voucher' (available from the Finance Manager), have it approved by their department head, and attach supporting documentation before submitting it to the Finance Man. In addition, for purchases of \$1,000 or greater, there must also be an approved Purchase Order in the system before any invoice can be processed.~~

**Petty Cash/Cash Exchange Box**

~~I am not sure if this section belongs in this policy. Would it be more appropriate to include in Section 4.1 Accounts Payable Policy and include some language about the daily reimbursement limit to employees, the completion of a petty cash slip/form along with supporting receipts and required supervisor approval. We can still keep this language below about the reconciliation of the petty cash funds.~~ Petty Cash Boxes are maintained to



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reimburse employees for certain minor expenses such as mileage costs, out-of-pocket supplies, etc. A limit of \$50 per request is allowed. Larger reimbursements will be provided via check. To receive a petty cash reimbursement, employees must complete a petty cash slip, include the appropriate receipts or other supporting documentation, and have the slip signed by their supervisor. The Finance Manager or CFO are authorized to disburse petty cash.

All existing petty cash funds shall, at a minimum, be counted, reconciled and replenished on a quarterly basis. This will ensure that the underlying expenditures are recorded in the general ledger on a timely basis. Any overage/shortage of the petty cash fund should be reported to the Finance Manager or Chief Financial Officer.

~~All payments shall be processed within our PS&A Accounts Payable software, which requires several levels of approval, whether by ACH, EFT, petty cash, or paper check~~

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Approved by Board of Commissioners: May 18, 2015  
Revised: January 16, 2017

Approved by Board of Commissioners: April 19, 2021



## 4.2 Bond Rating Policy

The purpose of the District's Bond Rating Policy is to provide guidance to the Executive Director if and when the District wishes to proceed with obtaining a bond rating. The decision to seek a bond rating shall be based on input from the Chief Financial Officer in addition to the District's Financial Advisors as to what is in the best interest of the District.

Bond ratings are obtained from one of the following agencies: Standard and Poor's, Moody's and Fitch. The objective of the rating agency is to assign a credit rating for a municipal bond. This credit rating allows market investors to quickly evaluate investment risk related to the municipal debt. —Additional guidance for the issuance of bond debt is located in Section 4.20 Debt Management Policy.

Approved by Board of Commissioners: July 20, 2015  
Revised 1-16-17

Approved Board of Commissioners: April 19, 2021



### 4.3 ~~Cash Handling~~ Payment Acceptance Procedures

#### Persons Authorized To Accept Funds

~~Front Desk~~ Customer Service Staff at the Family Recreation Center and the Tennis Center are authorized to accept ~~funds-cash, check, or credit card payments at the front desk~~ as stipulated in their job description.

In addition, staff members may receive payment by check for sponsorships, tournaments, etc. which are not processed through the front desk. When such checks are received, a "Miscellaneous Receivables" form should be completed and the check and form should be delivered to the Finance Department for processing and deposit. These funds will be recorded via a manual journal entry.

#### Persons Authorized to ~~Disburse Funds~~ Issue Refunds

~~Front Desk~~ Under limited circumstances, Customer Service Staff at the Family Recreation Center and Tennis Center are authorized to ~~disburse funds~~ issue refunds, such as vending machine or daily fee refunds, in the forms of patron in the manner in which they were paid. Any daily fee refunds in excess of \$100 require supervisory approval. Registration refunds shall be processed by the Registration Coordinator to their original form of payment.

Check refunds will be processed within existing accounts payable processes and procedures. See Section 4.1 Accounts Payable Policy and Section 4.12 Purchasing Policy for additional information.

All refund checks are required to be signed by the proper authorized individuals which currently consist of either the Chief Financial Officer, Executive Director or the Board Treasurer. Any checks in the amount of ~~\$~~ \$10,000.00 and greater will require the signatures of two of these authorized individuals.

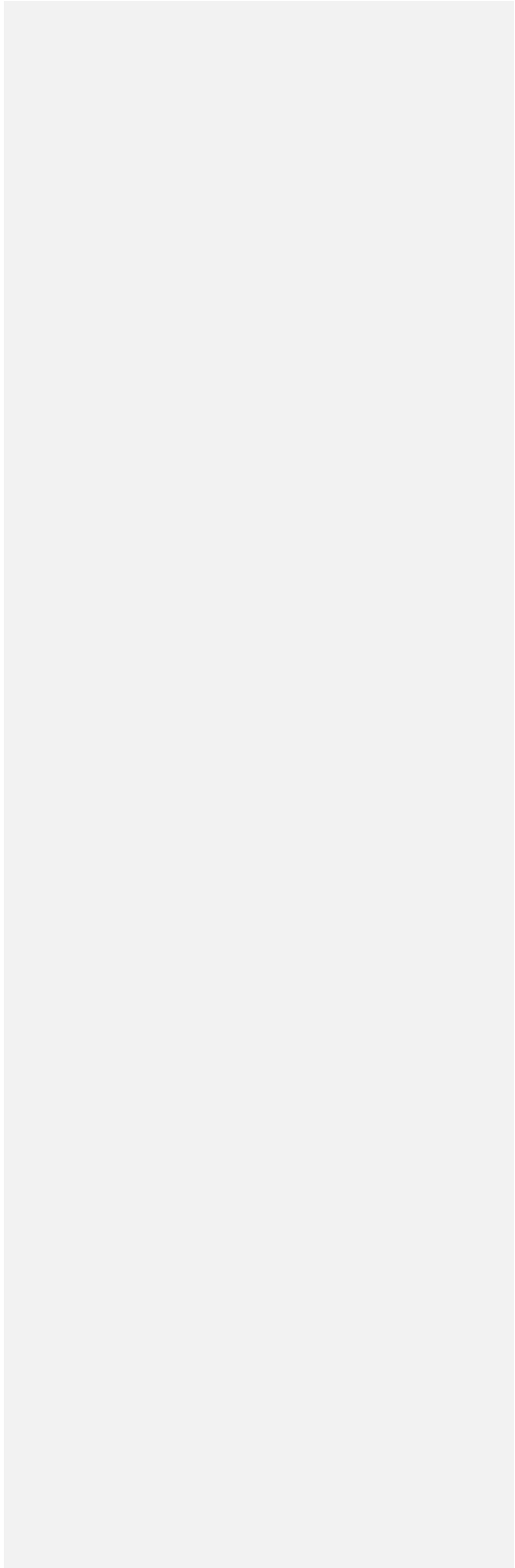
#### ~~Petty Cash~~ Cash Exchange Boxes Audits

Cash exchange boxes are kept in the front desk safe and the Finance Department safe to ensure a consistent supply of small bills for use by the front desk. All existing petty cash funds ~~These boxes~~ shall, at a minimum, be counted, reconciled and replenished on a quarterly basis. ~~This will ensure that the underlying expenditures are recorded in the general ledger on a timely basis.~~ Any overage/shortage of the ~~petty cash fund~~ cash exchange boxes should be reported to the Finance Manager or Chief Financial Officer.



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Administrative Policies and Procedures

Policy: 4.3







## Family Recreation Center Front Desk Daily ~~Payment Processing Cash/Credit Receipts~~ Procedure

### Beginning of Shift

1. Check in with employee(s) from the prior shift to review any important information that needs to be known.
2. ~~Complete a No Sale transaction and e~~ Count the drawer. Family Recreation Center Front Desk drawers should contain a bank of \$200.00 in each drawer. If the drawer is over or under the \$200.00, check with the employee from the prior shift. Notify your supervisor of any unresolved discrepancies with the cash drawer. Never add a sale to the system to account for the cash overage. Notate the discrepancy on the end of shift report and notify your supervisor.
- ~~3. Once the money has been counted, review the "When to Work" e-mail information and schedule, in addition to the memo binder to review any and all communications that affect the Front Desk.~~
- ~~4. Review the Team OBPD intranet for current news in all departments.~~
- ~~5. Ask other team members or supervisor for clarification on any unclear information. It is crucial to stay on top of all changes and news.~~

### End of Shift

1. Double click on the "Cash Receipts" icon. Select your name and make sure the date is correct. Print one copy of the report.
- ~~2. Complete a "No Sale" transaction.~~
- ~~3.2.~~ Remove the cash amount as indicated on your report.
- ~~4.3.~~ Count the drawer to ensure the ending bank is \$200.00. Research any discrepancies.
- ~~5.4.~~ Staff shall fill out and initial the report with the breakdown of cash and credit cards. Notate any discrepancies.
- ~~6.5.~~ Fold report into thirds and wrap report around all ~~credit card receipts and~~ cash received.
- ~~7.6.~~ The folded report ~~with the receipts~~ is then placed in a blue deposit bag which are located on top of near the safe. ~~The following forms should be included in the blue bag:~~
  - ~~• membership forms~~
  - ~~• cancellations, on hold requests~~
  - ~~• guest passes~~
  - ~~• All other forms not listed but are related to Front Desk operations are to be included in the blue bag as well.~~



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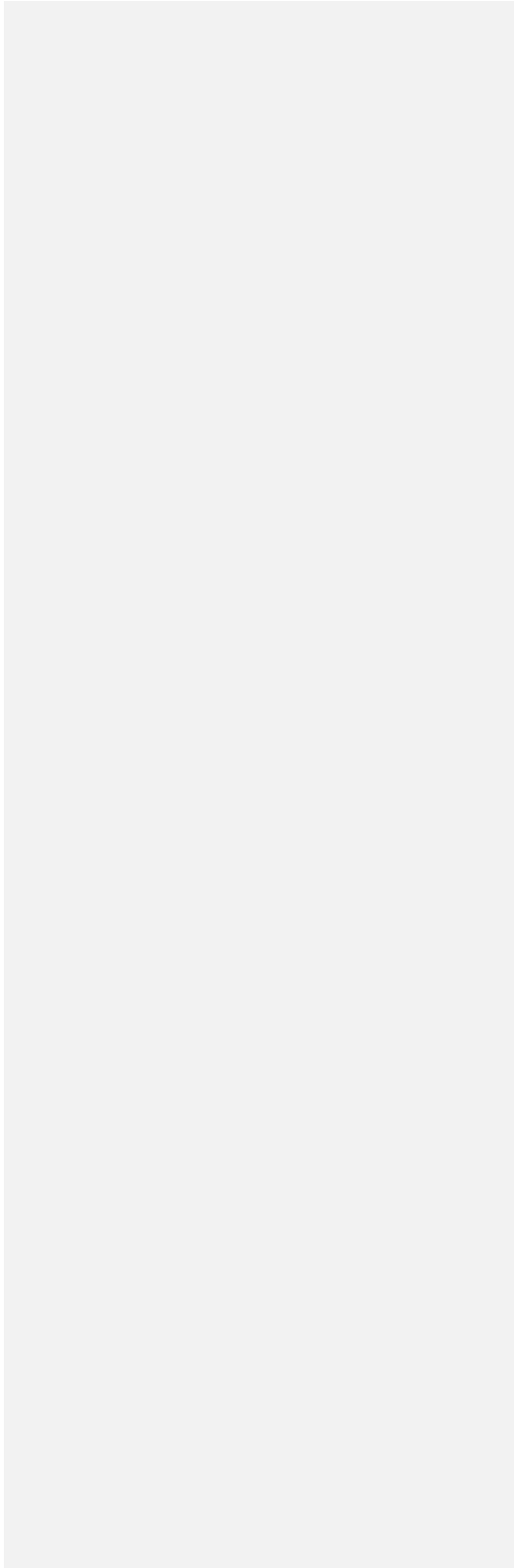
- 8.7. Make sure the correct ~~date~~ day of the week is written on the blue bag.
- 9.8. Place the blue bag into the safe drop and turn the knob so that the blue bag is dropped into the safe.
9. Once the blue bag is dropped into the safe, the Facility ~~Supervisor~~ Manager and Recreation Coordinator are ~~is~~ the only people who ~~can~~ should access the deposit bags.
10. At least twice per week, the Facility Manager or Recreation Coordinator shall count the cash in these bags, verify the amounts, and run reports to confirm the accuracy of the contents. Once bags are combined by day, they will be dropped in the Finance Department safe for further verification and deposit at the bank.



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5-





### Tennis Center Front Desk Daily ~~Cash /Credit Receipts~~ **Payment Processing** Procedure

The Tennis Center does not accept cash, and checks are only accepted in limited situations, such as for rental of space, tournament payments, or outsourced camps. Any checks received shall be processed by the Director of Tennis Operations. The check will be processed through the system, a deposit slip will be completed, and the check and deposit slip shall be forwarded promptly to the Finance Department for deposit at the bank.

#### Beginning of Shift

1. Check in with employee(s) from the prior shift to review any important information that needs to be known.

~~Click on "Cash Drawer" and count the drawer. Tennis Center Front Desk drawer should contain \$250.00. If the drawer is over or under the designated bank amount, check with the employee from the prior shift. Notify your Supervisor of any unresolved discrepancies with the cash drawer. Never add a sale to the system to account for the cash overage. Notate the discrepancy on the end of shift report and notify your supervisor. A small cash envelope has been provided by the Vending Machine company for any refunds related to vending machine malfunctions. If a refund is required, send a notice via the "When to Work" app to the Customer Service Manager or the Director of Tennis Operations. They will process the refund, make a note on the member's profile, and will notify the Vendor to replenish the envelope.~~

~~2.~~

- ~~3. Once the money has been counted, review the "When to Work" e mail information and schedule, in addition to the memo binder to review any and all communications that affect the Front Desk.~~

- ~~4. Review the Team OBPD intranet for current news in all departments.~~

- ~~5. Ask other team members or supervisor for clarification on any unclear information. It is crucial to stay on top of all changes and news.~~

#### End of Shift

1. ~~Double click on the "Cash Totals" icon and make sure the date is correct. Print one copy of the report. Print the "End of Day" report and give to the Customer Service Manager, even if no transactions were processed through the front desk.~~

- ~~2. Click on "Cash Drawer" to open drawer.~~

- ~~3. Remove the cash amount as indicated on your report.~~

- ~~4. Count the drawer to ensure the ending bank is \$250 for the Tennis Center Front Desk drawer. Research any discrepancies.~~



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~~5.—Fold report into thirds and wrap around all credit card receipts and cash received.~~

~~6.—The folded report with the receipts is then placed in a blue deposit bag.—The following forms should be included in the blue deposit bag:~~

- ~~• cash out report~~
- ~~• receipts~~
- ~~• cash and checks~~

**Concession Stand**

The concession stand terminals accept credit card payments only.

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**Special Events**

In the event that a special event allows cash payments, a cash box request form shall be completed and submitted to the Finance department at least 5 business days prior to the event. The request must be approved by the department director and will be fulfilled by the Finance Manager or CFO. The box shall be kept in a secure location and shall be returned to the Finance Department after the event.

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Effective: May 2015  
Revised: January 16, 2017, April 19, 2021



#### 4.4 Contracts – Policy for the Review, Approval and Execution of Contracts

Purpose:

The purpose of this policy is to set forth guidelines to determine: 1) when a contract requires review by legal counsel; and 2) who has the authority to approve and execute contracts on behalf of the Park District.

- A. Except as otherwise specifically provided in this Policy, all letting of contracts and purchases shall comply with the District’s Purchasing Policy (4.12) and Procurement Card Policy (4.11).
- B. Unless a purchase is exempt from bidding, contracts estimated to cost in excess of \$30,000.00 are required to be bid in accordance with the Illinois Park District Code, 70 ILCS 1205/1-1 *et seq.* (the “Code”). Generally, a purchase is exempt from bidding if the purchase is not adapted to award by competitive bid, including those purchases listed in 70 ILCS 1205/8-1(c), or the purchase is for an emergency.
- C. For contracts estimated to cost in excess of \$30,000.00 and are not exempt from bidding:
  - 1. Attorney shall review bid documents prior to advertisement for bid and distribution of bid documents.
  - 2. Invitation to bid ~~Contract~~ shall be advertised in a newspaper ~~published~~ distributed in the District to solicit bids.
  - 3. Staff will review the bids and make a recommendation to the Board for award of the contract to the lowest responsible bidder(s).
  - 4. The Board of Park Commissioners will award the contract to the bidder(s)-the Board determines, in its sole discretion, to be the lowest responsible bidder in accordance with law.
  - 5. Execution of the contract by the Board President and Secretary shall be required.
- D. For contracts estimated to cost in excess of \$30,000.00 and are exempt from bidding:
  - 1. Three (3) price quotes shall be obtained.
  - 2. Attorney shall either prepare a contract or review a proposed contract presented from the vendor/contractor. Attorney should be contacted if District staff is uncertain whether the purchase is exempt from bidding.
  - 3. Execution of the contract by the Board President and Secretary shall be required.





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- E. For contracts estimated to cost \$2,000.00 - \$29,999.99:
1. Three (3) price quotes shall be obtained.
  2. Attorney shall either prepare a contract or review a proposed contract presented from the vendor/contractor. Alternatively, if the contractor includes any terms and conditions with its proposed contract or proposal, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy shall be included with the contract and executed by the contractor and the Park District.
  3. Execution by Executive Director shall be required for contracts from \$15,000.00 and up to \$29,999.99. In the absence of the Executive Director, the Deputy Director, Chief Financial Officer, or the Director of Recreation Parks and Communications Planning may execute the contract. Execution by Superintendent/Department Head/Manager shall be required for contracts from \$2,000.00 and up to \$14,999.99.
- F. For contracts estimated to cost \$1,999.99 or less:
1. A Purchase Order shall be required for contracts for which the cost is estimated to be \$1,000.00 or more, excluding purchases made with the Procurement Card (the "P Card").
  2. ~~Any such Purchase Order shall follow the procedures and guidelines established in Administrative Policy 4.12 Purchasing Policy. Execution by Department Head/Manager shall be required, and Chief Financial Officer shall initial the Purchase Order.~~
  3. If the contractor includes any terms and conditions with its proposal or proposed contract, consult with the Executive Director to determine whether the contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy, shall be included with the proposal/contract and executed by the contractor and the Park District. The Rider may require further amendment depending on the contractor's terms and conditions.
- G. Notwithstanding the provisions of Divisions A – E of this Policy, contracts entered for emergency services shall be subject to the following:
1. An emergency shall be defined and determined as follows:
    - a. An emergency is defined as a circumstance requiring mitigation immediately, or as soon as reasonably possible, in order to prevent harm to public health, safety, or welfare or to prevent significant damage to Park District facilities, equipment, property or operations.





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- 4.. Contracts for which bidding is not required by law and for which the cost is estimated to be \$1,999.99 or less:
- a. A Purchase Order shall be required for any contract estimated to be \$1,000.00 or more, excluding purchases made with the "P Card".
  - b. Execution by Department Head/Manager shall be required, and the purchase order approved by the Chief Financial Officer.
  - c. If the contractor includes terms and conditions with its Purchase Order, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, a Rider, substantially in the same form as attached to this Policy, shall be included with the Purchase Order and executed by the contractor and the Park District.

**For all contracts, the Final Payout Check List shall be utilized as appropriate for the nature of the contract.**



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Administrative Policies and Procedures

Policy 4.4

Policy Approved by Board of Commissioners: August 16, 2016, April 19, 2021, June 20, 2022.  
Procedure Revisions 1-16-17, 3-15-21, 6-20-22

## Rider to the Agreement Between the Oak Brook Park District and Contractor

### TEMPLATE INSTRUCTIONS

All letting of contracts and purchases shall comply with the District's "Purchasing Policy," "Procurement Card Policy," and "Contracts - Policy for the Review, Approval and Execution of Contracts" which are found in the District's Administrative Policies and Procedures Manual.

When a contractor includes terms and conditions with its contract or proposal, consult with the Executive Director to determine whether contractor's terms and conditions require legal review. If legal review is determined unnecessary, the attached rider shall be included with any such contract and signed by the contractor and the District's authorized signer.

#### District Authorized Contract Signers:

- The signature of the President and Secretary of the Board of Commissioners is required for contracts over \$30,000.00.
- The Executive Director's signature is required for contracts with a value of \$15,000 – \$29,999.99. In the absence of the Executive Director, the Deputy Director, Chief Financial Officer, or Director of Recreation and Communications may sign.
- ~~The Department Head/Manager's signature is required for~~ contracts with a value of \$2,000.00 - \$14,999.99 may be signed by the Superintendent/Department Head.

Reminder: Purchase orders must be completed and approved prior to any purchase of over \$1,000.00 and greater.

#### Instructions

This is a fillable form. Please click and type into the form fields indicated by "Click here or tap here to enter text."

In the signature block, to correctly align the signature lines and titles, after typing in the information, you will need to extend the signature lines by holding down the shift key and pressing the line key.

#### Special Considerations:

Section 2C: [NOTE: If Contractor provides a longer warranty, this provision must be updated to the contractor's stated warranty period.]

Section 2D: [Note, contractor's terms may have other triggers for "Event of Default." Consult with the Executive Director.]

Article C: In accordance with the Prevailing Wage Act, the District must inform the Contractor if the Work required by this Agreement is subject to the Prevailing Wage Act requirements including but not limited to, all wage requirements and notice and record keeping duties.

**“A contractor or subcontractor is required to pay not less than the prevailing wage to all laborers, workers, and mechanics engaged in the construction or demolition of public works. Construction means all work performed on public works by laborers, workers or mechanics and includes maintenance work.”**

\*\*\*Staff must check “Yes” or “No” if the project is on the Public Work under Article C of the Rider to the Agreement. If uncertain, staff should discuss with the Executive Director, Deputy Director, Chief Financial Officer, or Director of Parks and Planning to make a determination. Because the District is a public body and has an obligation of notification, the District and not the contractor will be liable for any interest, penalties and fines the Department might assess.

The template for the Rider to the Agreement Between the Oak Brook Park District and Contractor is found on the S:\Templates file folder.

**When saving to PDF or printing, do not include the pages of instructions.**

The procedure and accompanying “Rider to the Agreement between the Oak Brook Park District and Contractor” has been approved by Executive Director Laure Kosey, September 28, 2022.



**RIDER TO AGREEMENT BETWEEN THE OAK BROOK PARK DISTRICT  
AND Click or tap here to enter text. FOR Click or tap here to enter text.**

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This Rider amends, supplements and supersedes the Agreement between the Oak Brook Park District (the “District”) and Click or tap here to enter text. (the “Contractor”) for Click or tap here to enter text., including its Terms and Conditions (the “Agreement”). In the event of any conflict between any of the provisions of this Rider and the provisions of the Agreement, the provisions of this Rider shall control.

**A. CONTRACTOR’S INSURANCE and HOLD HARMLESS**

**FAILURE TO MEET THESE INSURANCE REQUIREMENTS IS CAUSE FOR CANCELLATION OF THE AGREEMENT.**

1. The Contractor shall obtain and maintain insurance of the types and in the amounts listed below.

- a. **Commercial General and Umbrella Liability Insurance**

The Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The District, its elected and appointed officials, employees, agents and volunteers shall be included as an additional named insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be deemed excess of such Contractor’s insurance and shall not contribute with it.

**b. Business Auto and Umbrella Liability Insurance**

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**c. Workers Compensation Insurance**

Contractor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Contractor waives all rights against the District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to such Contractor's activities.

**d. General Insurance Provisions**

i. Evidence of Insurance: The Contractor shall furnish the District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the District prior to the cancellation or material change of any insurance referred to therein. Written notice to the District shall be by certified mail, return receipt requested.

Failure of the District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements, or failure of the District to identify a coverage deficiency from evidence that is provided, shall not be construed as a waiver of such Contractor's obligation to maintain such insurance.

The District shall have the right, but not the obligation, of prohibiting such Contractor from entering the premises until such certificates or other

evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of the Agreement entered by the parties at the District's option.

Contractor shall provide certified copies of all insurance policies required above within 10 days of the District's written request for said copies.

ii. Acceptability of Insurers: All insurance companies shall maintain a rating no less than A-VII from A.M. Best, based on the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A-VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

iii. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Contractor may be asked to eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, volunteers and agents, or such Contractor may be required to procure a bond guaranteeing payment of losses and other related costs, including, but not limited to, investigations, claims administration and defense expenses.

iv. District's Insurance: Under no circumstances shall the District be required to name the Contractor, its officers, employees, agents, subcontractors, suppliers and representatives as additional insureds under District's insurance coverage.

2. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, protect and defend the District, its officers, employees and agents, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the performance of the work by the Contractor or any subcontractor under the Agreement, or from any negligent or willful acts, errors or omissions in the performance of the work of the Contractor or any subcontractor hereunder, or from any breach of the Contractor's obligations or any material default by the Contractor under the Agreement.

Nothing contained herein shall be construed as prohibiting the District, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions

brought against them. The District's participation in its defense shall not remove the Contractor's duty to indemnify, defend and hold the District harmless as set forth herein.

The indemnification required hereunder shall not be limited by reason of the enumeration of insurance coverage herein provided.

The Contractor's indemnification of the District shall survive the termination or expiration of the Agreement.

**B. TAX EXEMPTION:**

The District is exempt for the Illinois Retailer's Occupations Tax, the Illinois Use Tax, and the Federal Excise Tax as an exempt entity under the Internal Revenue Code. The District shall provide the Contractor with the District's tax exemption identification number, for use by Contractor for this project/work only.

**C. ILLINOIS PREVAILING WAGE:**

For those Agreements calling for the construction or repair of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (the "Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including, but not limited to, all wage requirements and notice and record keeping duties.

The Work to be performed under this Agreement is subject to the Requirements of the Prevailing Wage Act.  Yes  No

**D. DISTRICT'S RIGHT TO INSPECT AND REJECT WORKMANSHIP /MATERIALS /EQUIPMENT:**

The District will have the right to inspect the workmanship/ materials /equipment procured through this Agreement, and to reject any nonconforming/damaged work/equipment. The District will give notice to Contractor of any rejection of the work/equipment or claim for damages on account of condition, quality or grade of the work/equipment. Neither inspection nor acceptance by District shall act as District's acceptance of any defects or deficiencies in the work/equipment and shall not act as a waiver of any rights District has with respect to such defects, deficiencies or failure, including rights under any warranty.

**E. TERMINATION:**

The District may, at any time, terminate the Agreement in whole or in part for the District's convenience and without cause. In the event of such termination or in the event the District terminates this Agreement in accordance with A.1 of this Rider: a) Contractor shall recover payment for approved and properly performed work completed prior to the effective date of termination; and b) Contractor shall not be entitled to damages or lost profits resulting from termination for convenience under this Section.

**F. WARRANTIES:**

Unless otherwise required by law, the Contractor shall provide, a minimum one (1)-year warranty on all workmanship and material and or equipment provided to the District by the Contractor.

**G. PAYMENT:**

Payment shall be made by the District to the Contractor upon the District's receipt of an invoice itemizing the work properly performed, as determined by the District, for the period covered by the invoice. The contract sum shall be paid and shall bear interest in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

No Event of Default shall occur if the District complies with this Section.

**H. CHOICE OF LAW AND LIMITATIONS:**

The Agreement, its validity, enforceability and interpretation, shall be governed by the laws of the State of Illinois, including the ten (10)-year statute of limitations in Illinois for contract claims. Jurisdiction for any claims shall be only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

**I. ASSIGNMENT:**

Contractor shall not assign the Agreement to any person or entity other than an affiliate of the Contractor without the District's prior written consent.

**J. LEGAL FEES:**

The District shall be entitled to the award of attorneys' fees and costs in the event the District is the prevailing party in any suit or action in connection with the enforcement of the terms and conditions of the Agreement.

**K. NO WAIVER OF TORT IMMUNITIES:**

Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the District under the Illinois Local Government and Governmental Employees Tort Immunity Act.

**L. COMPLIANCE WITH LAWS:**

Contractor shall comply with all applicable local, state and federal codes, laws, ordinances, rules and regulations. Contractor shall be licensed and bonded to perform the work hereunder and shall, at its sole cost and obligation, be responsible for obtaining all permits required to perform its duties under this Agreement. Any breach by Contractor of the foregoing laws, regulations and rules shall constitute a breach by Contractor of this Agreement.

The Contractor and the District hereby acknowledge and agree to the terms and conditions of this Rider.

CONTRACTOR:

[Click or tap here to enter text.](#)

Name of Contractor

By: \_\_\_\_\_  
Signature of Authorized Representative

Its: [Click or tap here to enter text.](#)

OAK BROOK PARK DISTRICT:

By: \_\_\_\_\_  
Signature of Authorized Representative

Its: [Click or tap here to enter text.](#)

## **Final Payout Checklist for Projects Encompassing Work on the Public Works of the Oak Brook Park District**

**The final payout to the contractor for projects on the public works is very important. Staff shall use this checklist to make sure that the District receives the documents required by the Contract.**

---

### **Final Waiver of Lien for the contractor, all subcontractors, and supply houses.**

- Copies of the Waiver of Liens shall be included with the AP Voucher.
- Original Waiver of Liens shall be filed in the Contract File folder in the Executive Director's office.
- Waivers of Lien should be received from the contractor, subcontractors, and suppliers of materials used in the project.
- For partial payments (before the project is complete) the Waiver of Lien should match the requested invoice amount and shall reflect the total amount paid for the project to date.
- For FINAL payment, the contractor shall submit FINAL Waivers of Lien from its firm and all subcontractors. The Final Waivers of Lien should reflect that all payments have been received.

---

### **Prevailing Wage Projects**

Contractors are responsible to submit their Wage and Hour report directly to the Illinois Department of Labor ("IDOL") through the portal provided on IDOL website:  
<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Prevailing-Wage-Portal.aspx>

---

### **Maintenance Bond**

- Contractor shall submit a maintenance bond as required by the contract. The maintenance bond insures the warranty period.
- The bond shall be filed in the Contract File in the Executive Director's office.

---

### **Warranty Certificate(s)**

- Manufacturer's warranty certificate(s) for the product(s) installed shall be filed in the contract files in the Executive Director's office. A copy of the warranty certificate(s) shall be filed in the Project File. The project files are located in Studio D storage file cabinets.

---

**"As Builts" or Record Drawings in hard copy and PDF. (This requirement is for most projects, however, there are some projects that do not require blueprints/plans; check the contract for this requirement.)**

- The contractor is to return to the District the set of plans utilized in the project. This set of plans shall contain the signature of the contractor and a statement that the plans are the "as-builts" or record drawings. The documents should contain the contractor's notes regarding the project and any deviations from the original plans that were agreed by the District and the Architect/Engineer. In addition, certain projects will need to have a surveyor confirm the project meets the requirements of the ADA.



- The paper as-built shall be filed in the Project Files with the blueprint/plans and the PDF is stored on the Shared Drive, S:/Parks/Parks and Facilities.

\_\_\_\_\_ **Copies** of the invoice(s), waivers of liens, and purchase order(s) shall be filed in the Contract File.

\_\_\_\_\_ **Change Orders:**

- If a change to the contract amount or term/date of completion is required and agreed upon by the District and contractor, a change order shall be issued. In accordance with IL Compiled Statutes Chapter 720, Section 5/33E-9, the District is required to make specific findings prior to authorizing a Change Order or a range of Change Orders which would increase or decrease the dollar amount of the contract by \$25,000 or more, or the time of completion by a total of 180 days or more. Any person employed by and authorized by any unit of State or local government to approve a change order to any public contract who knowingly grants that approval without first obtaining from the unit of State or local government on whose behalf the contract was signed, or from a designee authorized by that unit of State or local government, a determination in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or (2) the change is germane to the original contract as signed, or (3) the change order is in the best interest of the unit of State or local government and authorized by law, commits a Class 4 felony. The written determination and the written change order resulting from that determination shall be presented as a Resolution for the Board's approval at the next Board Meeting. After signed by the contractor and the District, change orders shall be preserved in the contract files and project files, which shall be open to the public for inspection.

\_\_\_\_\_ **Project File**

- Any documents pertaining to the project, meeting notes, correspondence, one copy of the bid packet, copy of warranty, blueprints or plans, should be filed in the Project Files. Project files are located in Studio D storage file cabinets or on the shared drive of the District's computer network.

---

Staff shall sign this checklist and include a copy of the checklist with the Final Payout voucher submitted to accounting and with a copy of the AP Voucher and Invoice filed in the Contract File.

**Staff Signature:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Project Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## 4.5 Economy ~~Of~~ Resources Policy

The purpose of the Economy of Resources Policy is to economize resources whenever possible within the District. This includes, but is not limited to the following actions:

1. Using the Illinois Park and Recreation Association, State, Federal or other cooperative purchasing programs to yield volume discounts whenever possible.
2. Performing regular inventories so shrinkage and or excess inventory levels are not incurred.
3. ~~Adjust staffing at each facility based on customer need.~~ Evaluate and optimize staffing to ensure the right skills are available at the right times, minimizing waste, and maximizing productivity.

Additionally, each year the Park Board of Commissioners adopts a budget and appropriations ordinance that also provides for the most effective and efficient ways to use the fiscal resources of the District.



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Administrative Policies and Procedures

Policy: 4.5

Approved by Board of Commissioners: July 20, 2015

Approved by Board of Commissioners: April 19, 2021



#### 4.6 Emergency Expenditures Policy

The purpose of the Emergency Expenditures Policy is to provide guidance to the Executive Director when emergency expenditures are in excess of \$~~3025~~,000.00 or more. The Executive Director shall be authorized to procure materials, supplies or work in excess of \$~~3025~~,000.00 at the lowest obtainable price, but only to the extent necessary to relieve the emergency. In the event the cost of the emergency is in excess of \$~~2530~~,000 and is normally required to be bid in accordance with the Park District Code, 70 ILCS 1205/8-1, ~~3 out of 5 of the~~ members of the Park Board of Commissioners must approve such an emergency purchase in order for the purchase to be exempt from bidding.

An emergency is defined as a circumstance requiring mitigation immediately, or as soon as reasonably possible, in order to prevent harm to public health, safety, or welfare or to prevent significant damage to Park District facilities, equipment, property or operations.

A declaration that such an emergency exists shall be made in writing, signed by the Executive Director and communicated to the Park Board Commissioners. If the Executive Director is not available, then the Department Director responsible for the emergency mitigation shall present the circumstances of the emergency to the President of the Board of Park Commissioners, who may declare, in writing, that an emergency exists.

Contracts for emergency purchases in excess of \$~~2530~~,000 must be executed by the Executive Director and Board President. See also Contracts – Policy for the Review, Approval and Execution of Contracts (4.4).



Oak Brook Park District  
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Policy: 4.6

Approved by Board of Commissioners: July 20, 2015  
Revisions Approved by Board of Commissioners: August 15, 2016

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.7

#### **4.7 –Capital Asset Policy and Procedure**

##### **Purpose**

The purpose of this Capital Asset policy ~~and procedure (“policy”)~~ is to provide control and accountability over capital assets, and to gather and maintain information needed for the preparation of financial statements. The Oak Brook Park District ~~capital asset~~ policy is herein established to safeguard assets and to ~~insure~~ensure compliance with Governmental Accounting Standards Board (GASB) Statement No. 34 (“GASB 34”) for governmental financial reporting.

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##### **Overview**

This policy is herein established to safeguard and address the Oak Brook Park District’s investment in Property, Plant and Equipment which comprises a significant resource. This policy is meant to ensure compliance with various accounting and financial reporting standards including ~~GASB 34~~Generally Accepted Accounting Principles (GAAP), and Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

Further, this policy is meant to reflect the Oak Brook Park District’s desire to meet the reporting requirements set forth in ~~GASB 34~~the Governmental Accounting Standards Board (GASB) Statement No.

~~34~~. Specifically, ~~the GASB Statement No.~~34 states that governments should provide additional disclosures in their summary of significant accounting policies including the policy for capitalizing assets and for estimating the useful lives of those assets which ~~is~~are used to calculate the depreciation expense. ~~GASB 34 The Statement~~ also requires disclosure of major classes of assets, beginning and end-of-year balances, capital acquisition, sales/dispositions, and current-period depreciation expense. The District ~~shall utilize appropriate available software currently utilizes AssetMaxx~~to inventory and monitor any and all additions and deletions of capital assets to Property, Plant and Equipment Inventory.

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#### **INVENTORY, VALUING, CAPITALIZING, AND DEPRECIATION**

##### **Inventory**

Responsibility for control of capital assets will rest with the specific department wherein the asset is located. The Finance Department shall ensure that such control is maintained by establishing an inclusive capital asset inventory schedule. Asset purchases, which fall below the capitalization threshold, will not be included in the capital asset inventory.

~~Each Department will be responsible for control of capital assets for their department. The Department Director/Manager shall ensure that such control is maintained by establishing a capital asset inventory schedule.~~ The inclusive capital asset inventory schedule will include the

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Oak Brook Park District  
Administrative Policies and Procedures

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following for each asset:

- Asset Description – A description of the asset (serial #, model#)
- Asset Classification (Land and Land Improvements, Building and Building Improvements, Vehicles, Machinery and Equipment, and Infrastructure Assets)
- Department name and physical location of asset
- Date asset was purchased/acquired and or disposed
- ~~\_\_\_\_\_~~
- ~~\_\_\_\_\_~~
- Cost of Asset
- Method of acquisition (purchased or donated)
- Estimated useful life

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This list will be maintained, updated, and reviewed by the Finance Department on an ongoing basis.

**Valuing Capital Assets**

Capital assets should be valued at cost or historical costs, plus those costs necessary to place the asset in its location (i.e. freight, installation charges.) In the absence of historical cost information, ~~a realistic estimate~~ a fair market value will be used. Donated assets will be recorded at the estimated current fair market value.

**Capitalizing**

*When to Capitalize Assets:*

Assets are capitalized at the time of acquisition or when fully readied and placed into operation for its intended use. To be considered a capital asset for financial reporting purposes an item must be at or above the capitalization threshold equal to \$15,000.00 and have a useful life of at least one year.

*Assets not Capitalized:*

Capital assets below the capitalization threshold of \$15,000.00 on a unit basis but warranting "control" shall be inventoried at the department level and an appropriate list will be maintained.

Capital Assets should be capitalized if they meet the following criteria:

- Tangible
- Useful life of more than one year (benefit more than a single fiscal

period) Capital Assets include the following major classes of assets:





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**Land and Land Improvements** – Capitalized value is to include the purchase price plus costs such as legal fees and filing fees; improvements such as parking lots, fences, pedestrian bridges, landscaping.

**Building and Building Improvements** – Costs include purchase price plus costs such as legal fees and filing fees; improvements include structures and all other property permanently attached to, or an integral part of the structure. These costs include re-roofing, electrical/plumbing, carpet replacement, and HVAC.

**Vehicles** – Costs include purchase price plus costs such as title & registration and the cost of equipment and modifications necessary to ready the vehicle for its initial intended use.

**Machinery and Equipment** – Assets included in this category are heavy equipment, traffic equipment, generators, office ~~equipment;~~equipment, phone system, fitness equipment, and furniture~~kitchen equipment~~.

2

**Infrastructure Assets** – Infrastructure Assets are long-lived capital assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets.

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**Depreciation**

Depreciation is computed on a straight-line method with depreciation computed on a monthly basis from the month of acquisition. Additions and improvements will only be capitalized if the cost either enhances the asset’s functionality or extends the asset’s useful life.

Projects in process will be considered Construction-in-Progress until completed. Once the entire project is completed it will be added to the District’s ~~capital~~fixed asset inventory using the ~~applicable AssetMaxx application or other suitable~~ software, and a useful life will be assigned and depreciation computed.

**Asset Classifications Code List from AssetMaxx**

~~AssetMaxx has a fixed asset class code listing that is detailed by category and contains useful life information that conforms to Generally Accepted Accounting Principles, (GAAP).~~The assigned useful lives for our major asset classes are as follows:

<u>Asset Class</u>	<u>Useful Life</u>
Land	Indefinite
Land Improvements	<del>5 - 50</del> Years
Buildings and Improvements	7 - 50 Years



Oak Brook Park District  
Administrative Policies and Procedures

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<b>Machinery and Equipment</b>	<b>5 - 30 Years</b>
<b>Vehicles</b>	<b>5 Years</b>
<b><u>Infrastructure</u></b>	<b><u>3 - 50 Years</u></b>



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OTHER

**Removing Capital Assets from Inventory**

Capital assets are to be removed from inventory once they are obsolete or claimed as surplus property. The item must be removed from the department inventory listing. ~~The specific department wherein the asset is located or with primary responsibility for the safe-keeping and/or maintenance of the asset shall notify the Finance Department of the desire to remove such asset. asset disposal form is to be completed and forwarded to the Finance Department.~~

**Donations or Transfer**

Each Department must add additions and deletions from donated or transferred assets to the inventory listing.

**Surplus Property**

Each Department must report all capital assets classified as surplus to the finance department. The Oak Brook Park District will have an auction or sealed bid as needed to sell the surplus property.

3

**Lost or Stolen Property**

When suspected or known losses of inventoried assets occur, the Department should conduct a search for the missing property. The search should include transfer to another department, storage, and scrapping surplus property. If the missing property is not found, the department must contact the Finance Department.

**Financial Reporting**

~~As part of the monthly reporting to the Park District Board of Directors, the Chief Financial Officer shall compile a summary schedule that lists the year-to-date expenditures for the District's Capital Assets (See Exhibit A).~~

~~On an annual basis the CFO shall compile capital asset and accumulated depreciation tables (See Exhibit B) to reflect the beginning of the fiscal year balances in each of the District's asset classes, the changes during the year within each asset class, and the end of the fiscal year balances in each asset class. In addition, the CFO will update the detailed capital asset depreciation schedules (See Exhibit C) to calculate the fiscal year's depreciation expenditures and corresponding fiscal year end Net Book Values (NBV).~~

PROCEDURE

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**Purpose**

~~The purpose of this fixed asset procedure is to provide documentation to use the AssetMaxx application to maintain an inventory of the District's Capital Assets.~~

- ~~A. Print the Detailed Revenue & Expense Report for each of the following funds: Capital Projects Funds: Capital Projects Fund, 12-940-65-XXX, or the Recreation Capital Fund, 02-81-805-000 and the Tennis Center, 07-81-805-000. Print the General Ledger Activity Report for period 1-12 for each of the funds referenced above. (Exhibit A. & B.)~~
- ~~B. Complete the Asset Addition schedule using the actual invoices for all items that have posted to the General Ledger Activity report printed as part of step A. The schedule can be found on the Finance Drive:/Audit Workpapers/Fixed Asset Additions 4-30-xx.xls. (Exhibit C.)~~
- ~~C. Log into AssetMaxx to enter the asset additions from the schedule created as part of step B. Choose Asset from the command bar, then choose New Asset from the Asset Entry & Maintenance screen. (Exhibit D. & E.)~~
- ~~D. Choose Reports from the command bar, print the Net Change Summary - By Fund Report. The column, Current Year Acquisitions, should tie to the General Ledger Revenue & Expense reports for the capital project accounts referenced in step A. (Exhibit F. & G.)~~
- ~~E. Asset disposal forms that have been completed and given to Accounting are to be entered into AssetMaxx. Log into AssetMaxx to enter the asset disposal using the information from the asset disposal form. Choose Asset from the command bar, choose Dispose Asset from the Asset Entry & Maintenance screen under the Financial Adjustments function. (Exhibit H. & I.)~~

Approved by Board of Commissioners August 20, 2012

Revisions Approved by Board of Commissioners: September 21, 2015

-Revisions Approved by Board of Commissioners: January 15, 2018

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4  
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TIME: 13:52:15 ID: GL470006.WOW DETAILED REVENUE & EXPENSE REPORT ACTUAL VS.  
PRIOR VS. BUDGET  
FOR 12 PERIODS ENDING APRIL 30, 2012

FUND: RECREATION FUND DEPT: CAPITAL OUTLAY  
PRIOR

FISCAL

ACCOU NT NUMBE R	DESCRIP TION	APRIL ACTUAL	YEAR- MONTH ACTUAL	YEAR-TO- DATE ACTUAL
<b>CAPITAL OUTLAY</b>				
02-81-805-000	CAPITAL OUTLAY	18,503.60	41,578.60	99,812.60
TOTAL	CAPITAL OUTLAY	18,503.60	41,578.60	99,812.60
<b>EXPENSES:</b>				
TOTAL	CAPITAL OUTLAY	18,503.60	41,578.60	99,812.60
<b>EXPENSES:</b>				
TOTAL FUND EXPENSES		18,503.60	41,578.60	99,812.60
<b>TOTAL FUND REVENUES</b>				
		0.00	0.00	0.00
<b>TOTAL FUND EXPENSES</b>				
		18,503.60	41,578.60	99,812.60
<b>FUND SURPLUS (DEFICIT)</b>				
		(18,503.60)	(41,578.60)	(99,812.60)

DATE: 08/09/2012 OAK BROOK PARK DISTRICT  
TIME: 13:59:13 ID: GENERAL LEDGER ACTIVITY  
GL440000 REPORT  
WOW

ACTIVITY THROUGH FISCAL PERIOD 12

PER JOURNAL ID	ENTRY DATE	ITEM	TRANSACTION DESCRIPTION	VENDOR	CHECK
02-81-805-000	05/01/2011	68	BEGINNING BALANCE		
01	05/01/2011	68	REV. A/P SET UP AT 4/30/11		
GJ-05000018	06/08/2011	72	PATH PAVING REPAIRS	PRIME CONSTRUCTION	40859 P11-110
AP-050512	05/05/2011	73	ADA COMPLIANT CHAIR LIFT-POOL	SPECTRUM AQUATICS	40895 0096390-IN
AP-051212	05/13/2011	04	ADA COMPLIANT CHAIR LIFT-POOL	SPECTRUM AQUATICS	40895 0096390-IN
AP-051412	05/13/2011	04	ADA COMPLIANT CHAIR LIFT-POOL	SPECTRUM AQUATICS	40895 0096390-IN

Page 7 of 19

Approved by the Board of Commissioners: April 19, 2021

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TOTAL PERIOD 01 ACTIVITY

05 AP 090812 09/08/2011 256 FOR GLEN TENNIS CRT REFINISHED M-C SPORT SYSTEMS  
141391 20104

TOTAL PERIOD 05 ACTIVITY

09 GJ 01/18/201 03 TRAN 2011 FORD F-250 TO REC FD  
01000016 2

01/18/201 07 TRAN SKID LOADER TO REC FD CAP  
2 TOTAL PERIOD 09 ACTIVITY

12 GJ 04000035 57 RECORD A/PAT 4/30/12  
06/20/2012

GJ 04000049 01 RECLASS TO PROP A/CAT 4/30/12  
07/05/2012

TOTAL PERIOD 12 ACTIVITY

YTD BUDGET 100,000.00 TOTAL ACCOUNT ACTIVITY

ANNUAL REVISED BUDGET 100,000.00 ENDING BALANCE

GRAND TOTAL

TOTAL DIFFERENCE

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Oak Brook Park District  
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(Exhibit D-)

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SUPERVISORY  
FUNCTIONS

Internet  
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(Exhibit E-)  
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New Asset Entry  
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Approved by the Board of Commissioners: April 19, 2021

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.7

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.7

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.7

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.7

Instructions for Disposal of Assets:

Asset Identification Number:

Enter the agency code of the asset to be disposed

Description:

Enter the description of the asset as used on the fixed asset listing.

Location: Enter the primary location of the asset to be disposed.

Model Number:

Enter the model number of the

Serial Number:

Enter the serial number of the asset

Retirement Date:

Enter the actual date the asset was retired.

Disposal Codes:

Enter the disposal codes from the list of disposal codes.

Salvage Amount:

Enter the amount of money, if any, that was received from the disposal of the asset.

Comments:

Enter any special instructions regarding the disposal of the asset.

Type of Asset:

Enter if the asset is a capital asset (over \$15,000) or a capital asset ("add" "5,000\_0")

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**Oak Brook Park District  
Schedule of Capital Expenditures/Expenses  
As of February 28, 2025**

4.7 - Exhibit A

FUND & DESCRIPTION	VENDORS	Year-to-Date Expenditures
<b><u>Capital Projects Fund</u></b>		
Purchase of pick-up truck & related snow plow and salt spreader	Sutton Ford, Monroe Truck Equipment	\$ 59,592.00
Aquatic center tile deck replacement project	II Dept. of Public Health, Concrete & Demolition Plus Inc., Progressive Commercial, RR & R Services, Kluber Architects and Engineers, Sunbelt Rentals (p-card)	256,084.29
Concrete and ADA pad replacements at Central Park (FRC)	A&A Paving Contractors, Classic Landscape	13,297.41
Central Park video surveillance/security upgrades	Insight Direct USA, Sterling Network Integration	7,971.91
FRC HVAC unit replacement	Trane U.S., Inc.	145,980.00
Central Park Ginger Creek bridge	V3 Companies, Ltd.	94,163.00
Central Park Phase II- OSLAD	Upland Design	4,535.25
Aquatics Tile, FRC Roofing, Ginger Creek Bridge, Central Park Asphalt- Legal Fees	Robbins, Schwartz	3,760.00
FRC Administration office carpet replacement and work/office space reconfiguration	Floor Coverings International, Office Furniture Center	44,743.20
FRC Roof replacement- Phase III	Anthony Roofing TECTA	400,000.00
Pond aerators- Forest Glen Ponds	Reinders, Inc.	25,738.58
Outdoor tennis/pickleball courts reconstruction & expansion	Upland Design Ltd.	10,221.92
FRC patio pad and sidewalk for aquatic center	Heartland Professional	14,502.20
I.T. firewall and network switches	Sterling Network Integration	7,955.20
Asphalt paving and grinding	Evans & Sons Blacktop	24,101.62
<b>Sub-total Balance:</b>		<b>\$ 1,112,646.58</b>
<b><u>Recreation Fund</u></b>		
Aquatics Center sound system project	SK Electronics, Pentegra Systems	\$ 27,464.00
CPW bathroom, entryway and ADA improvements	Kluber Architects & Engineers, Red Feather Group, Max-Ability Inc., Securitas Technology	211,232.16
Aquatics Center painting & window coverings	Precision Window Tinting, RR&R Services, CertaPro Painters, Sunbelt Rentals (p-card)	47,236.00
Aquatics Center HVAC project	C. Acitelli Heating & Piping Inc., Kluber Architects & Engineers	694,208.01
Aquatics Center painting & window coverings- Legal Fees	Robbins, Schwartz	963.50
John Deere utility vehicle- Parks maintenance	Arends Hogan Walker	24,741.56
Asphalt paving and grinding	Evans & Sons Blacktop	45,000.00
Fitness equipment	Lease Servicing Center	48,111.35
<b>Sub-total Balance:</b>		<b>\$ 1,098,956.58</b>
<b><u>Tennis Fund</u></b>		
Tennis Center building registration front desk, offices & carpeting project	Villa Park Office Equipment, Securitas Technology, Ubiquiti Store (p-card), CB2 (p-card), SP Progressive Desk (p-card), Crate & Barrel (p-card), Wetworx, Poppin (p-card), Villa Park Office (p-card)	\$ 38,524.97
Tennis Center building exterior windows	Kluber Architects & Engineers	3,087.50
Tennis Center exterior windows- Legal Fees	Robbins, Schwartz	1,206.00
Indoor tennis courts lighting project	OEO Energy Solutions	28,575.65
Outdoor tennis/pickleball courts reconstruction & expansion	Upland Design Ltd.	12,102.80
Outdoor tennis/pickleball courts reconstruction & expansion- Legal Fees	Robbins, Schwartz	70.50
<b>Sub-total Balance:</b>		<b>\$ 83,567.42</b>
<b><u>Special Recreation Fund</u></b>		
Concrete and ADA pad replacements at Central Park (FRC)	A&A Paving Contractors	\$ 5,000.00
CPW bathroom, entryway and ADA improvements	Kluber Architects & Engineers, Red Feather Group, Max-Ability Inc., Securitas Technology	207,244.55
Aquatic center tile deck replacement project	Progressive Commercial	33,009.93
Asphalt paving and grinding	Evans & Sons Blacktop	15,000.00
<b>Sub-total Balance:</b>		<b>\$ 260,254.48</b>
<b>TOTAL YEAR-TO-DATE CAPITAL EXPENDITURES:</b>		<b>\$ 2,555,425.06</b>

Oak Brook Park District  
 Capital Assets and Accumulated Depreciation Roll-Forward Tables  
 Fiscal Year Ending April 30, 2024

Governmental Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land	\$ 24,198,994.00	\$ -	\$ -	\$ 24,198,994.00
Construction in Progress	1,204,792.87	119,968.40	(1,088,026.24)	236,735.03
Land Improvements	6,473,528.60	1,754,634.52	-	8,228,163.12
Buildings and Improv.	17,121,494.30	1,975,636.83	-	19,097,131.13
Machinery and Equip.	5,271,655.70	486,530.07	-	5,758,185.77
Infrastructure	2,856,849.35	57,018.50	-	2,913,867.85
	<b>\$ 57,127,314.82</b>	<b>\$ 4,393,788.32</b>	<b>\$ (1,088,026.24)</b>	<b>\$ 60,433,076.90</b>

Business-Type Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land	\$ 40,475.00	\$ -	\$ -	\$ 40,475.00
Construction in Progress	-	219,479.66	-	219,479.66
Land Improvements	224,325.16	29,461.22	-	253,786.38
Buildings and Improv.	4,887,670.58	30,002.51	-	4,917,673.09
Machinery and Equip.	201,957.40	5,894.50	-	207,851.90
Infrastructure	86,976.40	10,000.00	-	96,976.40
	<b>\$ 5,441,404.54</b>	<b>\$ 294,837.89</b>	<b>\$ -</b>	<b>\$ 5,736,242.43</b>

Accumulated Depreciation- Governmental Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land Improvements	\$ 3,044,158.69	\$ 315,270.54	\$ -	\$ 3,359,429.23
Buildings and Improv.	9,535,630.35	496,096.81	-	10,031,727.16
Machinery and Equip.	3,286,568.91	243,122.37	-	3,529,691.28
Infrastructure	604,827.21	116,146.43	-	720,973.64
	<b>\$ 16,471,185.16</b>	<b>\$ 1,170,636.15</b>	<b>\$ -</b>	<b>\$ 17,641,821.31</b>

Accumulated Depreciation- Business-Type Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land Improvements	\$ 95,877.80	\$ 14,954.24	\$ -	\$ 110,832.04
Buildings and Improv.	3,534,419.37	125,045.71	-	3,659,465.08
Machinery and Equip.	158,044.63	7,572.67	-	165,617.30
Infrastructure	42,082.90	4,399.69	-	46,482.59
	<b>\$ 3,830,424.70</b>	<b>\$ 151,972.31</b>	<b>\$ -</b>	<b>\$ 3,982,397.01</b>

Net Book Value- Governmental Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land	\$ 24,198,994.00	\$ -	\$ -	\$ 24,198,994.00
Construction in Progress	1,204,792.87	119,968.40	(1,088,026.24)	236,735.03
Land Improvements	3,429,369.91	1,439,363.98	-	4,868,733.89
Buildings and Improv.	7,585,863.95	1,479,540.02	-	9,065,403.97
Machinery and Equip.	1,985,086.79	243,407.70	-	2,228,494.49
Infrastructure	2,252,022.14	(59,127.93)	-	2,192,894.21
	<b>\$ 40,656,129.66</b>	<b>\$ 3,223,152.17</b>	<b>\$ (1,088,026.24)</b>	<b>\$ 42,791,255.59</b>

Net Book Value- Business-Type Activities				
	Beginning Balances	Increases	Decreases	Ending Balances
Land	\$ 40,475.00	\$ -	\$ -	\$ 40,475.00
Construction in Progress	-	219,479.66	-	219,479.66
Land Improvements	128,447.36	14,506.98	-	142,954.34
Buildings and Improv.	1,353,251.21	(95,043.20)	-	1,258,208.01
Machinery and Equip.	43,912.77	(1,678.17)	-	42,234.60
Infrastructure	44,893.50	5,600.31	-	50,493.81
	<b>\$ 1,610,979.84</b>	<b>\$ 142,865.58</b>	<b>\$ -</b>	<b>\$ 1,753,845.42</b>

Type	Account	Asset Number (9 or 12 digits)	Asset Description	Asset Acquisition Date	Useful Life (Months)						
						Net Book Value as of 04/30/2023	Addition/ (Subtraction) during FY 2023/2024	Total Cost as of 04/30/2024 (Original Cost)	Depreciation Expense- FY 2023/2024	Accumulated Depreciation as of 04/30/2024	Net Book Value as of 04/30/2024
1- Governmental	200 - Land Improvements	202400009	C.P. Synthetic turf field replacement	09/01/2023	144		671,755.40	671,755.40	37,319.74	37,319.74	634,435.66
1- Governmental	200 - Land Improvements	202400010	Outdoor tennis courts resurfacing- Chillem Park	06/01/2023	60		24,480.00	24,480.00	4,488.00	4,488.00	19,992.00
1- Governmental	200 - Land Improvements	202400011	Outdoor tennis courts resurfacing- Saddlebrook Park	06/01/2023	60		27,900.00	27,900.00	5,115.00	5,115.00	22,785.00
1- Governmental	200 - Land Improvements	202400012	Outdoor tennis courts resurfacing- Forest Glen Park	06/01/2023	60		27,900.00	27,900.00	5,115.00	5,115.00	22,785.00
1- Governmental	200 - Land Improvements	202400013	Asphalt paving & grinding- C.P. locations	10/01/2023	84		67,799.21	67,799.21	5,649.93	5,649.93	62,149.28
1- Governmental	200 - Land Improvements	202400014	Asphalt paving & grinding- Forest Glen locations	10/01/2023	84		45,000.79	45,000.79	3,750.07	3,750.07	41,250.72
1- Governmental	200 - Land Improvements	202400015	Asphalt paving & grinding- Saddlebrook locations	10/01/2023	84		5,000.00	5,000.00	416.67	416.67	4,583.33
1- Governmental	200 - Land Improvements	20180000011	MONUMENT AND WAYFINDING	08/31/2017	180	\$	12,665.54	-	1,363.10	9,144.06	11,302.44
1- Governmental	200 - Land Improvements	20190000001	GINGER CREEK WEIR	10/31/2018	240		139,380.96	-	9,016.56	49,966.77	130,364.40
1- Governmental	200 - Land Improvements	20190000003	RESURFACING OF CHILLEM	09/30/2018	84		3,506.07	-	1,476.30	8,304.36	2,029.77
1- Governmental	200 - Land Improvements	20190000004	RESURFACING OF FOREST	09/30/2018	84		5,418.71	-	2,281.56	12,833.78	3,137.15
1- Governmental	200 - Land Improvements	20190000005	RESURFACING OF	09/30/2018	84		5,418.71	-	2,281.56	12,833.78	3,137.15
1- Governmental	200 - Land Improvements	20190000019	SLED HILL-CENTRAL PARK	09/30/2018	600		54,345.58	-	1,197.70	6,737.12	53,147.88
1- Governmental	200 - Land Improvements	20190000020	PERMEABLE PAVER PARKING	09/30/2018	600		58,352.33	-	1,286.00	7,233.67	57,066.33
1- Governmental	200 - Land Improvements	20190000021	BASEBALL FIELD	09/30/2018	360		145,589.16	-	5,737.51	32,273.63	139,851.65
1- Governmental	200 - Land Improvements	20190000022	LANDSCAPING- CENTRAL PARK	09/30/2018	240		138,099.10	-	8,982.07	50,524.27	129,117.04
1- Governmental	200 - Land Improvements	20210000001	C.P. NORTH EXCAVATION,	05/01/2020	600		196,520.93	-	4,097.74	12,463.97	192,423.19
1- Governmental	200 - Land Improvements	20210000007	C.P. NORTH PLANTINGS &	04/30/2021	240		255,130.84	-	14,206.82	43,212.41	240,924.02
1- Governmental	200 - Land Improvements	20210000009	C.P. NORTH NATURAL TURF	04/30/2021	360		254,610.54	-	9,106.79	27,699.81	245,503.75
1- Governmental	200 - Land Improvements	20210000010	C.P. NORTH WALKING TRAILS	04/30/2021	240		146,791.82	-	8,174.02	24,862.66	138,617.80
1- Governmental	200 - Land Improvements	20210000011	C.P. NORTH PARKING LOT	04/30/2021	360		462,538.09	-	16,543.84	50,320.84	445,994.25
1- Governmental	200 - Land Improvements	20210000012	C.P. NORTH CENTRAL PLAZA	04/30/2021	360		56,093.88	-	2,006.34	6,102.62	54,087.54
1- Governmental	200 - Land Improvements	20210000013	C.P. NORTH BAGS GAME	04/30/2021	240		14,249.51	-	793.48	2,413.49	13,456.03
1- Governmental	200 - Land Improvements	20210000014	C.P. NORTH BASKETBALL	04/30/2021	240		72,099.42	-	4,014.82	12,211.74	68,084.60
1- Governmental	200 - Land Improvements	20220000006	C.P. WAYFINDING SIGNAGE	02/28/2022	240		12,675.16	-	676.01	1,521.02	11,999.15
1- Governmental	200 - Land Improvements	20220000007	C.P. NORTH MONUMENT SIGNAGE	11/17/2021	240		37,365.11	-	2,019.74	5,049.34	35,345.37
1- Governmental	200 - Land Improvements	20220000009	PAVEMENT GRINDING &	10/22/2021	240		88,121.36	-	4,784.87	12,360.91	83,336.49
1- Governmental	201 - Land Improvements	202300005	PAVEMENT GRINDING &	12/12/2022	240		109,421.88	-	5,587.50	7,915.63	103,834.38
1- Governmental	200 - Land Improvements	920005030189	FENCING BASEBALL FIELD #3	5/28/2009	240		1,948.20	-	322.50	4,824.30	1,625.70
1- Governmental	200 - Land Improvements	920005030194	DNS ECOLOGICAL	11/20/2009	240		23,620.26	-	3,610.73	52,205.05	20,009.53
1- Governmental	200 - Land Improvements	920005030196	DNS LANDSCAPE &	1/18/2010	240		5,144.53	-	766.86	10,959.51	4,377.67
1- Governmental	200 - Land Improvements	920005030205	DNS ACQUISITION COSTS	4/30/2010	240		14,552.11	-	2,091.32	29,365.58	12,460.79
1- Governmental	200 - Land Improvements	920005030206	DNS ENGINEERING SERVICES	4/30/2010	240		16,226.36	-	2,331.88	32,743.03	13,894.48
1- Governmental	200 - Land Improvements	920005030207	DNS ECOLOGICAL	4/30/2010	240		71,540.42	-	10,281.25	144,365.77	61,259.17
1- Governmental	200 - Land Improvements	920005030224	LAND IMPROVEMENT MASTER	9/17/2012	240		301,948.41	-	32,207.83	374,415.96	269,740.58
1- Governmental	200 - Land Improvements	920005030225	DESIGN SERVICES LANDSCAPE	12/14/2012	240		11,066.43	-	1,149.74	13,078.13	9,916.69



## 4.8 Fund Balance/Net Position Policy

### PURPOSE

A Fund Balance/Net Position Policy establishes a minimum level that the projected end-of-year fund balance/net position must meet, as a result of the constraints imposed upon the resources reported by the governmental and proprietary funds. This policy is being established to provide financial stability, cash flow for operations, and the assurance that the District will be able to respond to emergencies with fiscal strength. More detailed fund balance financial reporting and the increased disclosures will aid the user of the financial statements in understanding the availability of resources.

It is the District's philosophy to support long-term financial strategies, where fiscal sustainability is its first priority, while also building funds for future growth. It is essential to maintain adequate levels of fund balance/net position to mitigate current and future risks, ~~and~~ volatility with ~~to~~ ensure tax rates. Fund balance/net position levels are also a crucial consideration in long-term financial planning. Credit rating agencies carefully monitor levels of fund balance/net position and any unassigned fund balance in the General Fund to evaluate the District's continued creditworthiness.

### DEFINITIONS

#### ***Governmental Funds***

The fund balance will be composed of three primary categories:

- 1) Nonspendable Fund Balance – portion of ~~at~~ the Governmental Fund's' fund balance that is not available to be spent, either in the short-term or long-term, or because of legal restrictions (e.g., inventories, prepaid items, land held for resale and endowments).
- 2) Restricted Fund Balance – portion of a Governmental Fund's' fund balance that is subject to external enforceable legal restrictions (e.g., grantor, contributor and property tax levies).
- 3) Unrestricted Fund Balance – is comprised ~~made up~~ of three components:
  - A) Committed Fund Balance – the portion of ~~at~~ the Governmental Fund's' fund balance with self-imposed constraints or limitations that have been placed at the highest level of decision making through formal Board action. The same action is required to remove the commitment of a fund balance.





B) Assigned Fund Balance – the portion of ~~at~~the Governmental Funds’ fund balance for which an intended use of resources has been denoted, but with no formal Board action.

C) Unassigned Fund Balance – available expendable financial resources in the Governmental Funds that are not the object of any tentative management plan.

Some funds are funded by a variety of resources, including both restricted and unrestricted (committed, assigned and unassigned) sources. The District assumes that the order of spending the Governmental fund balance is as follows: restricted, committed, assigned, unassigned.

### ***Proprietary Funds***

Proprietary funds include enterprise and internal service funds. The net position will be composed of three primary categories:

- 1) Invested in Capital Assets, Net of Related Debt – portion of a proprietary fund’s net position that reflects the fund’s net investment in capital assets less any amount of outstanding debt related to the purchase/acquisition of said capital assets. Related debt, for this purpose, includes the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of capital assets of the District.
- 2) Restricted Net Position– portion of a proprietary fund’s net Position that are subject to external enforceable legal restrictions (e.g., grantor, contributor and bond covenants).
- 3) Unrestricted Net Position– portion of a proprietary fund’s net position that is neither restricted nor invested in capital assets (net of related debt).



## AUTHORITY

### *Governmental Funds*

Committed Fund Balance – A self-imposed constraint on spending the fund balance must be approved by ordinance or resolution of the Board. Any modifications or removal of the self-imposed constraint must use the same action used to commit the fund balance. Formal action to commit fund balance must occur before the end of the fiscal year. The dollar amount of the commitment can be determined after year end.

Assigned Fund Balance – A self-imposed constraint on spending the fund balance based on the District’s intent to use fund balance for a specific purpose. The authority may be delegated to members of the management team by the Board.

## MINIMUM UNRESTRICTED FUND BALANCE LEVELS

### *Governmental Funds*

#### General Fund

Purpose – Is a major fund and the general operating fund of the District. It is used to account for all activities that are not accounted for in another fund.

Funding – Property taxes, Personal Property Replacement Taxes (PPRT), user fees, investment earnings, sponsorships and donations.

Fund Balance – Unrestricted fund balance targets should represent no less than three months and no more than nine months of ~~operating~~ expenditures. Fund balances are to be maintained at levels that will not subject the district to tax objections. Balances above the maximum may be transferred to other funds ~~or to capital projects~~ at the Board’s discretion.

#### Recreation Fund

Purpose – Established to account for financial resources used for planning, establishing and maintaining recreational programs.

FundingFinancing – ~~The District extends a P~~property taxes, ~~levy, receives P~~personal ~~P~~roperty ~~R~~eplacement taxes (PPRT), ~~and generates revenues from~~ user fees, investment earnings, sponsorships and donations.



**MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED**

Fund Balance – Unrestricted fund balance targets should represent no less than three months and no more than nine months of expenditures. Fund balances are to be maintained at levels that will not subject the district to tax objections.



### ~~MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED~~

#### Debt Service Fund

Purpose – Established to account for financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

~~Funding~~Financing – ~~The District levies Property taxes, an amount or operating transfers in from other funds, and investment earnings an amount close to the principal and interest that is anticipated to be paid.~~

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should be a maximum of the amount of the next principal and interest payment due.

#### Capital Projects Fund

Purpose - Established to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets, excluding those types of capital related outflows financed by proprietary funds.

~~Funding~~Financing – ~~Proceeds from Debt financing, grants, sponsorships and operating transfers in from other funds interfund transfers are used to finance projects.~~

Fund Balance – Considered segregated for maintenance, construction and/or development; therefore, considered committed, restricted, or assigned depending on the intended source/use of the funds. Increases and decreases in fund balance are associated with the specific projects planned. Any committed fund balance accumulation should represent no less than \$250,000.00. Therefore, no specific target is established for this fund.

#### IMRF Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the District's share of pension contributions to the Illinois Municipal Retirement Fund (IMRF).

~~Funding~~Financing – ~~The District extends a Pproperty taxes, Personal Property Replacement Taxes (PPRT), and investment earnings. levy in an amount approximating the annual appropriation for IMRF contributions.~~



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Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should



## MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED

represent no less than three months and no more than nine months of expenditures.

### Social Security Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the District’s share of Social Security and Medicare tax contributions.

~~Funding~~Financing – ~~The District extends a P~~property taxes, Personal Property Replacement Taxes (PPRT), and investment earnings. ~~levy in an amount approximating the annual appropriation for Social Security and Medicare tax expenditures.~~

Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

### Audit Fund

Purpose – Established to account for financial resources that are restricted to expenditure for the annual financial statement audit.

~~Funding~~Financing – ~~The District extends a P~~property taxes, and investment earnings. ~~levy in an amount approximating the annual appropriation for auditing expenditures.~~

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

### Special Recreation Fund

Purpose – Established to account for financial resources that are restricted to expenditure for recreational programs for the disabled and related capital expenditures.

~~Funding~~Financing – ~~The District extends a P~~property taxes, investment earnings, and reimbursements from local school district. ~~levy in an amount approximating~~



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~~the annual appropriation for special recreation programs and related capital expenditures.~~





## MINIMUM UNRESTRICTED FUND BALANCE LEVELS – CONTINUED

Fund Balance – Derived from property taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

### Liability Insurance Fund

Purpose – Established to account for financial resources that are restricted to expenditure for liability and unemployment insurance costs.

~~Funding~~ ~~Financing~~ – ~~The District extends a Pp~~ property taxes, Personal Property Replacement Taxes (PPRT), and investment earnings. ~~levy in an amount approximating the annual appropriation for liability and unemployment insurance expenditures.~~

Fund Balance – Derived from property taxes and personal property replacement taxes; therefore, legally restricted. Any fund balance accumulation should represent no less than three months and no more than nine months of expenditures.

## MINIMUM UNRESTRICTED NET POSITION LEVELS

### *Proprietary Funds*

#### Recreational Facilities (Enterprise) Fund

Purpose - Established to account for and report financial resources invested in capital assets, net of related debt, restricted, or unrestricted for future spending related to the fund. The focus of enterprise fund measurement is upon determination of operating income, changes in net position, financial position, and cash flows. The generally accepted accounting principles applicable are those similar to businesses in the private sector. Enterprise funds are required to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues, (b) has third party requirements that the cost of providing services, including capital costs, be recovered with fees and charges or (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

~~Funding~~ ~~Financing~~ – User fees, debt financing, or investment earnings, grants, and sponsorships. ~~are used to finance operations, capital outlay and improvements, and debt service retirements.~~



### **MINIMUM UNRESTRICTED NET POSITION LEVELS - CONTINUED**

Net Position– Considered invested in capital assets net of related debt (for amounts capitalized as capital assets, less the outstanding debt related to the acquisition of said assets). Restricted net position relates to bond covenant reserves as outlined in the bond ordinance. Unrestricted net position targets should represent no less than three months of operating expenses (excluding debt service and capitalized asset expenses).

### **OTHER CONSIDERATIONS**

In establishing the above policies for unrestricted fund balance/net position levels, the District has considered the following factors:

- The predictability of the District’s revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile)
- The District’s perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts)
- The potential drain upon General Fund resources from other funds as well as the availability of resources in other funds (i.e., deficits in other funds may require a higher level of unrestricted fund balance be maintained in the General Fund, just as, the availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the General Fund)
- Liquidity (i.e., a disparity between when financial resources actually become available to make payments and the average maturity of related liabilities may require that a higher level of resources be maintained)
- Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose)

If any of the above factors change, the District should readdress current unrestricted fund balance/net position levels to ensure amounts are appropriate.

Approved by Board of Commissioners: September 21, 2015  
Revised: Board of Commissioners: September 18, 2017



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## 4.9 Cash Management ~~And~~ Investment Policy

### SCOPE

The purpose of the Cash Management and Investment Policy is to establish cash management and investment guidelines for officials and personnel responsible for the financial management of Park District Funds. This applies to the investments of all Park District funds, including the following:

- General Corporate Fund
- Recreation Fund
- Illinois Municipal Retirement Fund
- Liability Insurance Fund
- Audit Fund
- Debt Service Fund
- Recreational Facilities Fund
- Sports Core Fund
- Special Recreation Fund
- Capital Projects Fund
- Social Security Fund
- Any New Fund Created by the Park District

All funds will be invested in compliance with 30 ILCS 235/0.01 et seq. ("Public Funds Investment Act"), the Investment Guide for Illinois Local Governments.

In addition, this ensures the District maintains sufficient liquidity to meet its financial obligations, supports its operations, and ~~achieve~~achieves its financial objectives.

### MAIN OBJECTIVES

The Park District's main cash management and investment objectives shall include the following:

- Preservation of investment principal.
- Compliance with all legal requirements.
- Maintain sufficient liquidity to meet operating needs.
- Obtain the best possible return while keeping the safety of principal as the primary concern.
- Preference for investment of funds with those institutions located within the Village limits of Oak Brook; provided that investment shall not be limited in scope or nature to those institutions.



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### AUTHORIZED INVESTMENTS

- The Park District may invest in any type of security allowed by Illinois law; however, the following investment instruments are the only investments that the Park District will consider for investment purposes at this time, absent changes to this policy:
  - Interest bearing savings accounts, interest bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act, provided that said bank is insured by the Federal Deposit Insurance Corporation
  - Repurchase Agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act. Such government securities shall be either registered or inscribe in the District's name or shall be purchased through banks or trust companies authorized to do business in the State of Illinois.
  - Bonds, notes, certificates of indebtedness, treasury bills or other securities now or hereafter issued, which are guaranteed by the full faith and credit of the United States of America as to principal and interest.
  - Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to the following obligations: a) bonds, notes, certificates of indebtedness, treasury bills, treasury strips, or other securities, which are guaranteed by the full faith and credit of the government of the United States of America; or b) bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities and to agreements to repurchase such obligations.
- Illinois Public Treasurers' Investment Pool, or other Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act
- Bonds, notes, debentures or other similar obligations of the United States of America, its agencies, and its instrumentalities
- Obligations of corporations organized in the United States with assets exceeding \$500,000,000.00, and rated at one of the three highest classifications by at least two standard rating services at the time of purchase. Such obligations must mature no later than tenthree years from the date of purchase and must not exceed 10% of the corporation's outstanding obligations. Additionally, no more than two-third of the District's funds may be invested in short term obligations of the corporations.



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Investment maturity shall depend on whether the funds being invested are needed for current or future expenditures. The determination of investment maturity shall be the responsibility of the Chief Financial Officer.

**STANDARD OF CARE**

The standard of prudence to be used by the investment manager in the context of managing the overall portfolio shall be the prudent person rule, which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Chief Financial Officer and staff, acting within the standard stated above and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical to the Park Board and that appropriate action is taken to control adverse developments.

**INVESTMENT GUIDELINES**

The Chief Financial Officer shall establish written investment policy procedures for the operation of the investment program consistent with this Investment Policy. The procedures should include reference to safekeeping, wire transfer agreements, banking service contracts, collateral depository agreements and repurchase agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Chief Financial Officer.

**DIVERSIFICATION POLICY**

In order to avoid over concentration of investments in securities from a specific issuer or business sector (excluding U.S. Treasury securities), the Park District shall not exceed the following diversification limits unless specifically authorized by the Board of Park Commissioners.

Monies deposited at a financial institution shall not exceed 75% of the capital stock and surplus of that institution.

Investment in the public treasurers' investment pool shall not exceed 75% of the investment portfolio.

Repurchase agreement shall not exceed 25% of the investment ~~portfolio, and~~ portfolio and shall not exceed 10% of the portfolio with any institution.



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**COLLATERAL AND SAFEKEEPING GUIDELINES**

All investments made with financial institutions must be collateralized through third party institutions for investments exceeding the \$250,000.00 limit. Proper documentation, as reviewed by the Park District attorney, will be required from all third-party institutions.

Certificates of Deposit shall be collateralized 105% of the amount exceeding FDIC coverage. Other investments shall be collateralized by the actual security held in safekeeping by the primary agent.

Investment securities shall be delivered by either book entry or physical delivery and held in safekeeping by the institution. The institution shall issue a safekeeping receipt to the Park District listing the specific instrument, rate, maturity and other pertinent information.

**POLICY FOR ESTABLISHMENT OF A SYSTEM OF INTERNAL CONTROLS**

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Park District are protected from fraud, error, misrepresentation, loss, theft, cyber-crime, imprudent actions, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept offers reasonable assurance and recognizes that (1) the cost of the control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits require estimates and judgments by management.

Accordingly, the Chief Financial Officer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures.

The internal controls shall address the following points:

- Control of collusion;
- Separation of transaction authority from accounting and bookkeeping;
- Custodial safekeeping;
- Avoidance of physical delivery securities;
- Clear delegation of authority to subordinate staff members;
- Written confirmation of telephone transactions for investment and wire transfers; and
- Development of a wire transfer agreement with the lead bank and third-party custodian.



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**CHIEF FINANCIAL OFFICER**

The establishment of cash management and investment policies is the responsibility of the Park District Board. The Chief Financial Officer is designated as the Investment Officer for the Park District and is responsible for the investment activities for the Park District. The Chief Financial Officer shall develop and maintain internal controls and written administrative procedures for the operation of the investment program consistent with this policy.

**PERFORMANCE MEASURES**

The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and cash flow needs. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

**Market Yield (Benchmark)**

The Park District's investment strategy is passive. Given this strategy, the basis used by the Chief Financial Officer to determine whether market yields are being achieved shall be the three- month U.S. Treasury Bill.

**POLICY ESTABLISHING PERIODIC REVIEW OF THE INVESTMENT PORTFOLIO**

Investments shall be reported to the Park Board through the monthly Treasurer's Report, listing all pertinent information for their review, including the portfolio's effectiveness in meeting the Park District's needs for safety, liquidity, rate of return, diversification and its general performance. The Park Board may require additional reporting from time to time to review securities held by the Park District for possible future investments.

**POLICY ESTABLISHING QUARTERLY WRITTEN REPORTS OF INVESTMENT ACTIVITIES**

The Chief Financial Officer will submit a quarterly written report to the Board of Commissioners and the Executive Director. The report shall include information regarding securities in the portfolio by class or type, book value, income earned and market value as of the report date.

**SELECTION OF INVESTMENT ADVISORS, MONEY MANAGERS AND FINANCIAL INSTITUTIONS**

The Chief Financial Officer will maintain a list of financial institutions authorized to provide investment services. No public deposit shall be made except in a qualified depository as established by state statutes.





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All financial institutions who desire to become qualified bidders for investment transactions must supply the Chief Financial Officer with the following:

- Audited financial statements;
- Proof of state registration; and
- Certification of having read the Park District's Investment Policy.

A current audited financial statement must be on file for each financial institution through which the Park District invests.

**ETHICS AND CONFLICTS OF INTEREST POLICY**

Individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose any material interest in financial institutions with which they conduct business. In addition, such individuals shall disclose any personal financial/investment positions that could be related to the performance of the Park District. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

**ILLINOIS SUSTAINABLE INVESTING ACT**

In the process of evaluating investment decisions, the Chief Financial Officer and Park Board of Commissioners shall regularly consider material, relevant and decision-useful sustainability factors, within the bounds of financial and fiduciary prudence, as defined under and pursuant to the Illinois Sustainable Investing Act. Such factors include, but are not limited to:

- Corporate governance and leadership factors;
- Environmental factors;
- Social capital factors;
- Human capital factors; and
- Business model and innovation factors.

**AMENDMENTS**

This policy shall be reviewed from time to time and revisions shall be presented to the Board of Commissioners for its approval.



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**CONFLICT**

In the event of conflict between any provision of this policy and any federal, state or local law, the provision of the federal, state or local law shall govern and control.

Approved: April 8, 1991  
Amended: November 14, 1994  
Amended: August 11, 1997  
Amended: December 13, 1999  
Amended: May 18, 2015  
Approved by Board of Commissioners: May 18, 2015  
Revised 1-16-17  
Amended: March 15, 2021 – Resolution 21-0315  
Approved by Board of Commissioners March 15, 2021  
Amended: August 19, 2024 – Resolution 24-0820



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## 4.10 Payment Card Industry Data Security Standards Policy

### Purpose

The Payment Card Industry Data Security Standards Policy establishes the District's policies and procedures to protect the sensitive cardholder data, including payment card number, expiration date, name, address and account balance information.

The information covered in these guidelines includes, but is not limited to, information that is either stored or shared via any means. This includes electronic information and information on paper.

All employees should familiarize themselves with the information labeling and handling guidelines defined in the District's Identity Protection Policy, as such Policy is also applicable to payment card data. All payment card data shall be considered most sensitive and treated as such.

### Scope

This policy applies to all systems, networks, and personnel involved in the processing, storage, or transmission of cardholder data, including but not limited to:

- Point-of-sale (POS) systems
- Online payment portals
- Internal databases
- Paper records containing cardholder data

### Data Flow

Payment Card Data flows through the Oak Brook Park District's electronic processes as follows:

~~Active-Class → Tender Retail → Global Payments~~

~~Or~~

~~Tennis Source → Authorize.net → Global Payments~~

~~All files containing payment card number data shall be encrypted with 3DES and moved to the archive server for storage when not actively in use.~~

### Policy

#### Protect Cardholder Data

- Cardholder data (CHD) and sensitive authentication data (SAD) must be stored only when absolutely necessary.



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- CHD must be rendered unreadable anywhere it is stored using strong encryption (e.g., AES-256).
- Truncation, masking, or tokenization should be used when full card numbers are not required.
- Never store full magnetic stripe data, CVV/CVC codes, or PIN data after authorization.



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### Maintain a Secure Network and Systems

- Install and maintain a firewall configuration to protect cardholder data.
- Avoid using vendor-supplied defaults for system passwords and other security parameters.
- Ensure secure configurations for all systems and applications.

### Implement Strong Access Control Measures

- Access to cardholder data must be restricted to authorized personnel only.
- Implement role-based access controls and use the principle of least privilege.
- All users must have unique IDs; shared accounts are prohibited.
- Access must be logged and monitored.

### Maintain a Vulnerability Management Program

- All systems must have up-to-date anti-virus and anti-malware software.
- Conduct regular vulnerability scans and apply critical security patches promptly.

### Monitor and Test Networks

- Track and monitor all access to network resources and cardholder data.
- Implement logging mechanisms to audit system activity.
- Perform penetration testing and vulnerability scans as required by PCI DSS.

~~Access: Access will be limited to only those individuals (Oak Brook Park District employees and non-employees) whose job responsibilities require such access to provide the services of the District. Individuals approved for data access must first have a background check, which shall be conducted during the District's employment process, to obtain criminal conviction information concerning applicants, as is required by state statute (20 ILCS 2630/3). Individuals granted access shall sign a non-disclosure agreement, and thereby agree not to disclose any information regarding the District's systems and data.~~

~~The payment card Primary Account Number (PAN) shall be masked when displayed unless such display is required for business reasons.~~

~~Individuals granted access to the cardholder environment shall be issued a unique User ID password, and a two-factor authentication for remote access. **Media Distribution:** Any electronic media distribution containing payment card data shall be delivered directly to the addressee with a signature~~



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~~required and such delivery shall be conducted by approved private carriers. All data placed on removable media shall be encrypted.~~

~~**Electronic Distribution:** All electronic distribution of payment card data shall be strongly encrypted using approved methods of transfer such as SFTP or SSL. When connecting to an open, public network via a web browser, HTTPS shall be part of the URL, and SSL certificates from a trusted provider are required. E-mail transmission of payment card data is strictly prohibited. Cut and paste and print functions during remote access are prohibited.~~

~~**Storage:** Payment Card Data must be stored on the Oak Brook Park District servers within the "Data Center" environment. No data may be contained on local hard drives, floppy disks, or external media other than authorized backup tapes, where it shall be encrypted. Data shall be encrypted using 3DES when data is not being used in an active production status. No client data files stored on Oak Brook Park District servers shall be kept for more than 2 years. Storage of sensitive information such as CVV/track data is prohibited.~~

~~**Retention:** Data shall be backed up daily. Daily incremental backups are run with Live Vault. Ninety (90) days worth of backup data shall be available online. Quarterly back-up tapes shall be maintained for a maximum of two years. Data will be retained in compliance with client data retention policies.~~

~~**Segmentation:** Cardholder data shall be stored on the Oak Brook Park District internal network and be segmented from any other network zone that has direct internet access.~~

~~**Third Parties:** Any service provider with access to the cardholder environment or with whom data is shared for overlay purposes must be added to the list of "Service Providers with Access to Cardholder Data". An agreement must be in place with the service provider, by which such provider shall acknowledge its responsibility for securing the cardholder data. Oak Brook Park District will not send cardholder data to a third party that is not PCI Compliant. The Oak Brook Park District shall research a vendor and ensure its PCI status prior to engaging in a business relationship. Once a relationship is established, the vendor's PCI status should be reviewed at least bi-annually.~~

~~**Tape Storage:** A current weekly and monthly backup tape containing encrypted credit card data is removed from "Data Center" and taken to a fireproof safe. Each month, the IT Administrator swaps the previous month's tape for the current month.~~

~~**Disposal/Destruction:** According to the District's record retention policies and schedules, hard copy files shall be shredded. Electronic data shall be expunged/cleared from production and the servers archived using PGP Shredder. Reliably erase or physically destroy media used for any process of Payment Card Data~~

~~**Monitoring:** All traffic within the cardholder environment shall be monitored by the use of an IPS system as well as File Integrity Monitory.~~

**Roles and Responsibilities**



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IT Department: Ensures system security, monitors compliance, and maintains logging and monitoring tools.

Finance: Oversees payment processing systems and ensures compliance with business-side policies.

All Employees: Must complete annual PCI DSS training and report any suspected security incidents immediately.





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**Penalty for deliberate or inadvertent disclosure:**

- Up to and including termination, possible civil and/or criminal prosecution to the full extent of the law.

**~~3DES Key Management~~**

~~Oak Brook Park District shall use 3DES to encrypt files stored on the network production and archive servers. Each employee is assigned a private key. Files are encrypted using the keys from each employee so each one can access all archived files. In the event an employee leaves the District, the key custodian can revoke the key of the specific employee and access to the encrypted archives would be revoked automatically.~~

**Enforcement**

- Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

**Review and Revision**

- This policy will be reviewed annually or following any significant changes to PCI DSS standards, internal systems, or business processes.



Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.10

Approved by Board of Commissioners July 20, 2015



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: SECTION 4 – ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL, PART II**

**AGENDA NO.: 7 G**

**MEETING DATE: JULY 21, 2025**

**STAFF REVIEW:** Director of Recreation and Communications, Robert Pechous:

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**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

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**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners last approved the Administrative Policies and Procedures Manual on April 19, 2021.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Manual will be presented to the Board in sections. The revisions include the addition of new policies, clarification of existing policies, and changes to comply with federal and state laws.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Section 4 of the Administrative Policies and Procedures Manual, Part II.



## 4.11 PROCUREMENT CARD POLICY

### OVERVIEW

The Oak Brook Park District Procurement Card Program (P Card) ~~with CIBC Bank~~ is established to provide an efficient, cost-effective method of making purchases for the Park District.

The P Card is issued with specific spending limits assigned to designated individuals at the District. Eligibility to retain and use a P Card is subject to approval by the Executive Director. ~~Cards may be are~~ issued ~~to to most full-time and some part-time~~ personnel ~~at by the written at the~~ request of the appropriate superintendent or department manager, and upon approval by the Executive Director.

The P Card program is reconciled monthly by the Finance Department to ensure the P Card procedures are followed. The Finance Department is responsible for administering the P Card's purchasing dollar limits. The Individual's ~~superintendent or~~ department manager will provide written authorization to the Finance Department when changes are to be made to an individual employee's spending limit, subject to approval by the Executive Director.

### CONDITIONS OF USE

- 1) The P Card is to be used by only the person listed on the card or their designated administrative assistant.
- 2) The cardholder will ensure the safe custody of the P Card at all times. When not in use, the P Card may be kept in a secure drawer in their desk or in their wallet.
- ~~3) Use of the~~ The P Card is limited to to be used for only Oak Brook Park District business related expenditures. The cardholder may place an order with a supplier: ~~a) in in person; b) by phone,~~ or by fax;  
~~c) by mail, or d) via the internet only when the site has been deemed secure.~~
- ~~3)~~
- 4) If the P Card is used for a personal expense in error, the employee must notify the CFO as soon as possible, and as soon as possible and shall reimburse the District promptly.
- 5) Examples of inappropriate uses for the P Card include, but are not limited to the following:
  - a. Personal expenses
  - b. ~~Personal Identification Numbers (PINs) are not issued such that~~ Cash Advances ~~are not acceptable.~~
  - c. Alcoholic beverages, unless for a park district program

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.11

- d. Airline tickets and hotel reservations, ~~unless-except when~~ attending a conference with prior authorization from the Executive Director
- e. Multiple charges to manipulate the purchase limits
- f. Any purchases not related to Park District business

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- 6) The cardholder will ensure sufficient budget funds are available to cover purchases. The cardholder will follow the guidelines of the District's Purchasing Policy (4.12), and Contracts – Policy for the Review, Approval and Execution of Contracts (4.4)
- 7) The Park District is exempt from paying taxes on its purchases.- It is the cardholder's responsibility to ensure that the merchant does not charge sales tax on the purchase.
- 8) The cardholder will download their statement each month and create a purchase order with a line for every charge or credit on their statement.— The PO number should be written on the statement, then a copy of the statement along with all receipts shall be sent to the Finance Manager for reconciliation and processing. See the District's Purchasing Policy (4.12) for more information concerning the creation, review and approval of purchase requisitions".
- 9) The cardholder will immediately report lost, stolen or damaged cards or any fraudulent transactions to the Chief Financial Officer, in addition to contacting Customer Service at ~~CIBC Bank (886-552-8855) to report lost, stolen or damaged cards immediately~~ the phone number found on the back side of the card or on the monthly statement.- A P Card found after it has been reported lost or stolen must be destroyed by cutting it in half.
- 10) In the event of a disputed charge, the cardholder should try to resolve the dispute directly with the merchant.- If the dispute cannot be resolved, the cardholder should immediately contact the Chief Finance Officer. The nature of the dispute and the final resolution of the dispute must be documented by the cardholder.
- 11) Failure to comply with these conditions of use will result in the termination of the issued P Card and the cardholder may be subject to disciplinary action up to and including termination of employment. In addition, a cardholder found to have fraudulently used the P Card is personally liable for any fraudulent charges and shall be required to reimburse the Park District for such charges.

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~~12) 12~~ The P Card is the property of Oak Brook Park District. Upon resignation, termination or retirement, the card must be surrendered to the Chief Financial Officer or Finance Manager, at which time the card will be cancelled.

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.11

Approved by Board of Commissioners May 14, 2007  
Revised July 2, 2015  
Revised August 15, 2016  
Revised January 16, 2017  
Revisions proposed June 20, 2022

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.12

## 4.12 Purchasing Policy

### Purpose

This policy and procedure will define guidelines for the purchase of necessary goods and services for the Park District.

### GENERAL GUIDELINES

- A. Purchases totaling \$999.99 or less will not require the issuance of a purchase order, with the exception of any purchases to be carried-out with a District issued procurement card ("P-Card"), where a purchase order must be created regardless of purchase amount, yet the purchase order need not be created until after the monthly statement is received." For further information specific to the District's P-Card program, refer to Section 4.11 Procurement Card Policy, which is incorporated into this Purchasing Policy, by reference.
- B. Purchases of \$1,000.00 or more will require the creation of a purchase requisition and subsequent issuance of a purchase order prior to the procurement of the goods and/or services. Purchases \$2,000 or greater will require three quotes. A purchase requisition is a written request to purchase goods and services and requires the appropriate approvals before a corresponding purchase order can be issued. A purchase order authorizes the actual purchase of goods and/or services on behalf of the district.
- C. Purchases in excess of \$30,000 are subject to additional procedures which are set forth in Section 4.4 Contracts – Policy for the Review, Approval and Execution of Contracts, which is incorporated into this Purchasing Policy, by reference. The District may go out to bid on contracts less than \$30,000 when reasonable.
- D. Purchases that are identified as "emergency" by the Executive Director are subject to additional procedures which are set forth in Section 4.6 Emergency Expenditures Policy, which is incorporated into this Purchasing Policy, by reference.
- E. The appropriate vendor(s) may need to be contacted to obtain pricing and other pertinent information so the employee ("requester") may create the corresponding purchase requisition using the District's purchase order software module ("P.O. module").
- F. Employee access to the P.O. module may only be granted by the Chief Financial Officer or Finance Manager in response to a written request from the appropriate supervisor.

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Oak Brook Park District  
Administrative Policies and Procedures

Policy: 4.12

- G. Intentionally dividing a larger purchase into a series of smaller charges in an attempt to avoid obtaining the required authorizations may result in disciplinary action or termination of employment.

**PROCEDURES FOR THE CREATION OF A PURCHASE REQUISITION/ORDER**

- A. Once a requester has been granted access to the District's P.O. module, ~~he/shethey~~ may create a purchase requisition as follows:
- Requester shall log into the P.O. module and select "add" located in the Data Entry-Purchase Order Entry menu;
  - A purchase requisition form will appear on the computer screen, containing numerous fields that will need to be populated with information such as vendor number, name of approving department, posting date, quantities, pricing, descriptions of the goods and services being requested, as well as the appropriate general ledger accounts. The P.O. module will automatically alert the requester if the requested purchase will result in an "over budget" state to any of the general ledger accounts being used. Once the purchase requisition has been finalized and saved, the corresponding supervisor will receive an electronic notice that the requisition is awaiting ~~their his/her~~ review and approval.
- B. The supervisor shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to the requester for additional modifications. If approved by the supervisor, the Chief Financial Officer (C.F.O.) will receive an electronic notice that the requisition is awaiting ~~his/hertheir~~ review and approval.
- C. The C.F.O. shall review the purchase requisition for accuracy and completeness and may approve it without further modifications, modify it before approving it, permanently cancel it, or deny it and return it to either the supervisor or requester for additional modifications. If the requisition is approved by the C.F.O, the P.O. module will record the appropriate encumbrances and convert the purchase requisition into a purchase order. An email notice will subsequently be sent to the requester alerting ~~him/herthem~~ that a purchase order has been created, which provides confirmation that the requested purchase of goods and/or services has been approved.
- D. When warranted, the requester shall provide the vendor or service provider with a copy of the purchase order document which contains the details of the approved purchase, as well as language concerning the district's terms and conditions and the Illinois Prevailing Wage Act. ~~See Exhibit "A" for a sample of a completed purchase order.~~



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Policy: 4.12

Approved by Board of Commissioners October 18, 2010, June 20, 2022

Revisions approved August 15, 2016, January 17, 2016, April 19, 2021, and June 20, 2022-



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### 4.13 Month End Report Distribution Procedures

~~For Staff~~ Each month the Finance Manager will electronically distribute the month end reports to the department heads, supervisors and managers.

The steps needed to run the monthly reports are as follows:

Log into the General Ledger module (BS&A).

- Select Reports from the command bar.
- Scroll down to Report Profiles.
- Select the profile named d, Departmental Month End Reports.
- Select Set Global Options located at the bottom of the screen, set period ending date by checking the box and selecting the appropriate month end close date. Once the date has been edited, select ok. The system will take you back to the report profile screen.
- Select Run All Reports located in the lower right-hand corner of the screen.
- Once the report compilation is complete close the report profile screen.
- Each compiled report will automatically be sent after the report profile screen has been closed.

Once the reports have been compiled and electronically, the Finance Manager will randomly open one report to review the data and date.

Approved: February 28, 2017  
Revised: April 19, 2021

Approved by the Board of Commissioners: April 19, 2021



Oak Brook Park District  
Administrative Policies and Procedures

#### 4.14 Payroll Processing and Fraud Control Procedures

Payroll is processed on a biweekly basis by the ~~Human Resource~~Finance Manager. All employee time must be entered into the District's electronic timekeeping system (TimePro) and approved by the employee's direct supervisor. Supervisors must approve payroll by 12:00 noon on the Tuesday of a payroll week, unless noted otherwise.

Once all of the time records have been approved, the ~~Human Resource~~Finance Manager reviews the TimePro ~~Hours Worksheet~~ Report for possible errors and consults with supervisors to make corrections as needed. The ~~Human Resource~~Finance Manager uploads the TimePro time records into the BS&A Payroll System and enters necessary pay adjustments in the payroll system. Paystubs are created and emailed (or printed, if requested) to employees who have elected direct deposit. Live checks are created and put in envelopes for employees choosing that mode of payment. The direct deposit file is uploaded into the bank and scheduled for release on the applicable pay date. The ~~Human Resource~~Finance Manager prepares and sends the tax and liability payments via ~~ACH-EFT~~ or live check.

The ~~Human Resource~~Finance Manager is responsible for ~~biweekly~~monthly journal entries, monthly IMRF pension ~~and wage~~ reporting, as well as quarterly and annual tax reporting.

The Chief Financial Officer reviews the Payroll Register prior to the pay date.

#### Payroll Fraud Control

The following control measures are in place to minimize the possibility of payroll fraud.

##### **Division of Duties**

Authorization and recordkeeping over the payroll function are appropriately segregated. New hire, termination, and pay rate changes are initiated by the department supervisor/manager and approved by the department director and Executive Director before being processed by the Human Resource Manager. In addition to the ~~Human Resource~~Finance Manager who regularly processes payroll, the Chief Financial Officer reviews the biweekly Payroll Register prior to each pay date and approves the direct deposit file in the bank. Payroll checks and direct deposit disbursements are drawn on a zero-balance bank account. This bank account is reconciled monthly by the Chief Financial Officer.

##### **Payroll Report Review**

The Chief Financial Officer reviews the biweekly Payroll Register as well as periodically inspects the payroll system audit reports. The Chief Financial Officer maintains an Excel schedule that tracks the gross payroll expenditures for each payroll group or department to identify any unusual or unexpected variances in the gross amounts, from one pay period to the next.

##### **Direct Deposit Verification**

Direct deposit payment requests are reviewed and verified by the Human Resource Manager. An employee requesting direct deposit of their pay is required to complete a Direct Deposit Authorization Form ~~and attach a voided check~~ or official bank verification listing the employee's name, routing number



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and account number(s). The Human Resource Manager reviews the paperwork for consistency between the two documents and enters the information into the BS&A Payroll System. Prior to payroll processing, a prenote file is sent through the District's bank to verify the accuracy and active status of the routing and account numbers.

**Payroll Check Stock and Electronic Signature**

Access to the payroll paper check stock and electronic signature is limited to the Human Resource Manager, Finance Manager, and Chief Financial Officer. The paper check stock is secured in a locked cabinet located in a limited access office. The check authorization signature is secured in the BS&A Payroll System accessible only by password.



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Approved: February 28, 2017

Revised: March 3, 2021



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## 4.15 Budget Process Procedures

### Preliminary Budget Work

The Chief Financial Officer (CFO) and Finance Manager are responsible for the preliminary work related to the budget. In ~~December~~ November of each year, finance staff will update the budget calendar. This calendar must include important dates for all aspects of the budget process as well as the legal filing deadlines. At this same time, the CFO and Finance Manager will work on the budget guidelines. These guidelines include guidance on cost increases for the coming year, as well as the percentage fee increase for each program to continue the District's operations.

### Budget Goals Process

~~Staff is required to create budget-related goals each year for each budget area. This process also includes evaluating the outcomes of the previous year's goals. This process usually begins in July (creating the Annual Report) and is reviewed throughout the budget process by the CFO and Executive Director. These goals are to be measurable and should be tied to the District's strategic initiatives and goals and objectives for the District.~~

### Budget Document Creation

Each staff member is responsible for entering a majority of their budgets related to the area they oversee. ~~The Finance & the Human Resource Department are~~ department is responsible for entering items including ~~wages~~ insurance, utilities, bank fees, etc. After all information is entered into the District's financial software (BS&A), meetings will be held with department heads, the Executive Director, Deputy Director, and CFO. The Finance Manager and CFO are responsible for compiling all budget information and assembling the tentative budget report. This working budget report will be presented to the board at the budget workshop.

### Budget and Appropriation Ordinance

The District completes the budget which is the baseline staff uses when making purchasing decisions in that given year. However, the Park District is subject to the Budget and Appropriation Act under the Park District Code (70 ILCS 1205). This act requires the District to approve a Budget and Appropriation Ordinance (ordinance) within or before the first quarter of each fiscal year. The code also requires the District place the ordinance for public inspection at least 30 days prior to final action by the board. In addition, at least one public hearing is to be conducted as to the ordinance prior to final action by the board. This public hearing normally occurs at the April Board Meeting. As a matter of practice, the District approves the ordinance at the April Regular Board Meeting. This ordinance, once approved by the Board of Commissioners, must be filed with the Cook County Clerk's Office and the DuPage County Clerk's Office no later than the last Tuesday in December. Once filed with the counties, the park district receives written confirmation of such filings which are subsequently filed for safekeeping. In addition, the annual "Total Compensation Disclosure" must be posted on the District's website within 6 business days of the adoption of the budget ordinance.

### Final Steps





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In formulating the Budget and Appropriation Ordinance, the District must appropriate amounts the District can legally spend. Final approved budgets are to be distributed to staff before the beginning of the fiscal year. The budget information is to be imported into the newly created fiscal year in the General Ledger module before the beginning of the new fiscal year.

Approved: February 28, 2017



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#### 4.16 Wire Transfers/ACH and EFT Transactions Procedures

Wire transfers/ACH (Automated Clearing House) and EFT (Electronic Fund Transfer) transactions are necessary for various operations of the Park District. ~~Wire transfers/ACH-These~~ transactions can be initiated by the Park District through the bank. An ACH transaction can also be initiated by a vendor that has received authorization from the district's Executive Director, CFO or Finance Manager. EFT transactions are initiated by the Park District through a vendor's website. The Park District commonly uses wire transfers/ACH transactions or EFT's for the following reasons:

- CD investments or other investments.
- To expedite payments to ~~various-vendors for bond, credit card, insurance, payroll tax and utility payments in a faster and more secure manner-~~
- To transmit the 457 deferred compensation, payroll tax, and insurance employee payroll deductions to the providers every pay period.

Any Wire Transfers/ACH or EFT transactions will be entered into the Accounts Payable or Payroll Remittance system and will flow through the normal approval process for such payments.

Prior to processing a vendor's ACH payment for the first time, a prenote file is sent through the District's bank to verify the accuracy and active status of the routing and account numbers. If a request is received to change or update a recipient's bank account information, it must be verified directly with the vendor or provider.



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Approved: February 28, 2017



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### 4.17 Postage Meter Fund Replenishment Procedure

The postage meter will indicate when funds are depleted and require to be replenished. The Finance Manager or Administrative Services Specialist will typically complete this process.

- Turn postage meter on using the on/off button. ~~Yellow on and orange off.~~
- ~~Enter code OBPD.~~ Press the "Menu" button
- ~~Press the COIN button located beneath the Main button, left of the key pad.~~
- ~~Select 2, Add Funds pressing the 2nd button to the right of the screen.~~
- ~~The \$s will default to the last amount added.~~ Press "Download Postage"
- Use the numeric key pad to enter the \$s to be added.
- ~~Press Ok, Ok button is below the lower right side of the screen.~~ Press "Load Postage"
- Confirm the funds to be added by pressing Yes or No.
- The screen will indicate that the Transaction is Processing.
- The screen will indicate that the Transaction is Successful- press OK
- ~~PSD State Installed and Account Balance (Available Credit) will appear on the screen.~~
- ~~Press Ok.~~
- ~~Press Back, lower left beneath the screen (Backward Arrow).~~
- ~~The dollar amount of postage funds available will appear on the bottom of the screen, prior balance + funds added.~~
- ~~Create a purchase requisition in BSA, Vendor # 3681 for the \$s added to the postage meter. An invoice will be sent to the OBPD from Quadient Finance USA.~~ It is very important that the Finance Manager be notified whenever funds are added to the postage meter. They will enter the transaction in Accounts Payable for processing.
- ~~The allocation is as follows for funds added:~~ The postage expense will be allocated between departments as appropriate.
  - ~~01-02-710-000, 01-15-710-000~~ 10% each
  - ~~02-01-710-000, 02-21-710-000~~ 26.6% each
  - ~~02-25-710-000~~



## ~~4.18 Financial~~ **4.18 Financial Reporting Policy**

### I. PURPOSE AND GOALS

The Oak Brook Park District (District) developed this policy to ensure the accuracy, consistency, and transparency of the financial reporting is in compliance with applicable accounting standards and regulatory requirements.

This policy applies to all financial transactions and reporting activities within the District, including departments and subsidiaries.

~~Oak Brook Park~~ The District will prepare its financial statements in accordance with accounting principles generally accepted in the United States of America Generally Accepted Accounting Principals (GAAP).

1. All funds must be received, processed, or disbursed under controls sufficient to meet the Board-appointed auditor's standards.
2. As required by law, the District shall cause the ~~conducts of~~ an annual audit of all funds, property, and financial practices by an independent certified public accounting firm.
3. The audit is conducted according to auditing standards generally accepted in the United States of America Generally Accepted Auditing Standards-(GAAS).
4. The audit is made available for public inspection and filed with the DuPage and Cook County Clerks
5. As required by law, a supplemental financial report with a copy of the audit is completed and filed with the Comptroller of the State of Illinois within six months following the close of each fiscal year.
6. The District's Treasurer must prepare and file with the County Clerk a financial report at the end of the fiscal year as required in the Public Funds Statement Publication Act.
7. A public newspaper notice is required stating the Audit and financial report is available for public inspection disclosing address and hours of availability.
8. The District's Finance Manager -shall generate monthly financial reports that provide a comprehensive view of the District's financial activities and results of operations. These financial reports shall be distributed to must reconcile and prepare month-end distribution reports for the department heads, supervisors, and managers for their review that provide a comprehensive view of the District's financial status. Additional information concerning this monthly reporting can be found in Section 4.13 Month End Report Distribution Procedures.



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Administrative Policies and Procedures

9. The District's Chief Financial Officer shall compile monthly financial reports (A financial board report) and is provide such board report e to the Park Board of Commissioners with a

9. detailed overview of the agency's financial performance and explanation of results and variances to serve as a tool for decision-making at the highest level of the District.

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## II. STATEMENT OF ECONOMIC INTEREST

The Government Ethics Act requires various District officials and employees to file economic disclosure statements with the county clerk in the county in which the principal office of the District is located by certain dates and deadlines depending on the circumstances. After the initial filing, District officials and employees must continue to annually file statements by May 1 of each year (5 ILCS 420/1-101, et seq.). The Act requires the following persons to file disclosure statements:

- A. persons elected to an office of the District and candidates for nomination or election to that office;
- B. persons appointed to the Board;
- C. persons compensated by the District as employees and not as independent contractors and who:
  - a. are, or function as, the head of a department or other administrative unit within the District, or exercise similar authority;
  - b. have direct supervisory authority over or direct responsibility for the formulation, negotiation, issuance or execution of contracts entered into by the District of \$1,000 or more;
  - c. have authority to approve licenses and permits by the District;
  - d. adjudicate, arbitrate or decide any administrative proceeding or review the adjudication, arbitration or decision of any administrative proceeding within the authority of the District;
  - e. have authority to issue or promulgate rules and regulations within areas under the authority of the District; or
  - f. have supervisory responsibility for twenty (20) or more employees of the District.

Failure to file the Statement of Economic Interest at the appropriate time can lead to late filing fees, penalty fees and ineligibility for or forfeiture of office. A person who willingly files a false or incomplete statement may be charged with and convicted of committing a Class A misdemeanor.





## 4.19 Capital Improvement Policy

### I. PURPOSE AND GOALS

The Oak Brook Park District developed this policy to promote wise investment in new capital assets of the District and protect its existing capital assets in addition to effectively guide the planning, prioritization, funding, and management of capital improvement projects.

The District shall maintain a Capital Improvement Plan and capital improvements will be made in accordance with that plan. The Plan should be updated annually.

As part of the development of the Capital Improvement Plan, the condition of the District's infrastructure will be evaluated to appropriately prioritize and schedule maintenance and replacement.

The Capital Improvement Plan will be developed using a team approach and prior to completing the operating budget to ensure adequate resources are available to fund all the projects in the Plan.

Projects are evaluated using the following criteria:

- Eliminates a threat to personal and public safety;
- Satisfies or meets a legal requirement, liability or mandate that must be addressed in the next fiscal year (law, regulation or court order);
- Addresses completing a project commitment with dedicated funding, which has already been approved by the Board;
- Advances the implementation of the District's mission, vision, strategy, goals or policies approved by the Park Board;
- Satisfies or meets a legal requirement, liability or mandate that can be addressed in future years of the Capital Plan (law, regulation or court order);
- Improves the positive impact on the environment and reduces carbon footprint;
- Rehabilitates or replaces a facility or equipment that has reached the end of its useful life and/or preserves existing resources/return on investment;
- Reduces future maintenance or operating costs;
- Leverages available private or local, state or federal government funds;
- Results in generating net revenue that exceeds the direct operational cost of facility/equipment and creates a profit without using tax revenue;
- Provides new or expanded level of service;
- Promotes intergovernmental cooperation and other partnership opportunities;
- Improves the way the District operates resulting in increased productivity and efficiency;
- Provides enhanced safety.



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The corresponding year of the Capital Improvement Plan will be incorporated into the annual budget as the Capital Budget. Projects slated for subsequent years are approved on a planning basis only.

The District defines a capital project as having an original cost of \$15,000.00 or more, a useful life of 1 year or greater, and results in the creation of a fixed asset or the revitalization of an existing fixed asset.

Funding for the Capital Improvement Plan includes accumulated budget surpluses in the form of fund balances, user fees, grants, and debt proceeds.



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Administrative Policies and Procedures

## 4.20 Debt Management Policy

### I. PURPOSE AND GOALS

The Oak Brook Park District developed this Debt Management Policy to help ensure the District's creditworthiness and to provide a functional tool for debt management and capital planning. The Oak Brook Park District faces continuing capital infrastructure requirements to meet the increasing needs of its residents. The District limits long-term debt to only those capital improvements that cannot be financed from current revenues. The District does not use long-term debt to fund operating programs.

Consequently, the District needs to anticipate increases in debt levels based upon historical data. With these increases, the effects of decisions regarding the type of issue, method of sale, and payment structure become ever more critical to the District's financial well-being. To help ensure the District's credit worthiness, an established program of managing the District's debt becomes essential.

The purpose of this policy is to provide a functional tool for debt management and capital planning, as well as enhancing the District's reputation for managing its debt in a conservative and prudent manner.

#### GOALS RELATED TO THE ISSUANCE OF GENERAL OBLIGATION AND REVENUE BOND DEBT

- In following this policy, the District shall pursue the following goals when issuing debt:
- Maintain at least an A2 credit rating for each rated general obligation debt issue.
- Take all practical precautions to avoid any financial decision which will negatively impact current credit ratings on existing or future debt issues.
- Consider market timing.
- Determine the amortization (maturity) schedule which will best fit with the overall debt structure of the District's general obligation debt and related tax levy at the time the new debt is issued. The District may choose to delay principal payments or capitalize interest during project construction. For issuance of revenue bonds, the amortization schedule which will best fit with the overall debt structure of the enterprise fund and its operating cash flow will be considered. Consideration will be given to coordinating the length of the issue with the lives of assets, whenever practicable, while considering repair and replacement costs of those assets to be incurred in future years as an offset to the useful lives, and the related length of time in the payout structure.
- Consider the impact of such new debt on overlapping debt and the financing plans of local governments which overlap, or underlie the District.
- Assess financial alternatives to include new and innovative financing approaches, including, whenever feasible, grants, revolving loans or other state/federal aid.
- Minimize debt interest costs.
- Level or declining debt service shall be employed unless operational matters dictate otherwise, or except to achieve overall level debt service with existing bonds. The District shall be mindful of the potential benefits of bank qualification and will strive to limit its annual issuance of debt to \$10 million or less when such estimated benefits are greater than the benefits of exceeding the bank qualification limit. Should subsequent changes in the law alter this limit, the District policy will be reevaluated.



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## II. DEBT ISSUANCE IN GENERAL

### Authority and Purposes of the Issuance of Debt

A. The laws of the State of Illinois authorize the issuance of debt by the District. The Local Bond Law confers upon park districts the power and authority to contract debt, borrow money, and issue bonds for public improvement projects as defined therein. Under these provisions, the District may contract debt to pay for the cost of acquiring, constructing, reconstructing, improving, extending, enlarging, and equipping such projects or to refund bond.

#### Types of Debt Issued:

1. Short-Term. (three years or less) The District may issue short-term debt to finance the purchase of non-capital equipment having a life exceeding one year or provide increased flexibility in financing programs. The District will have no more than 10% of its outstanding general obligation debt in short term debt.
2. Long-Term. (more than three years) The District may issue long-term debt which may include, but not be limited to, general obligation bonds, certificates of participation, capital appreciation bonds, special assessment bonds, self-liquidating bonds, double barreled bonds, and municipal bonds. The District may also enter into long-term leases for public facilities, property, and equipment with a useful life greater than one year.

#### B. Capital Improvement Program

The Capital Improvement Program (CIP), prepared by staff, and must be approved by the Board, and shall determine the District's capital needs. The program shall be a ten-year plan for the acquisition, development and/or improvement of the District's capital assets. Projects included in the CIP shall be prioritized; and the means for financing each shall be identified. The first year of the program shall be the Capital Budget. If the current resources are insufficient to meet the needs identified in the Capital Budget, the Board may consider incurring debt to fund the shortfall. The Board, upon advice from a District's municipal advisor, may also consider funding multiple years of the Capital Improvement Program by incurring debt. The CIP should be revised and supplemented each year in keeping with the District's policies on debt management.

#### C. Structure of Debt Issues

The duration of a debt issue shall not exceed the economic or useful life of the improvement or asset that the issue is financing. The District shall design the financing schedule and repayment of debt so as to take best advantage of market conditions and, as practical, to recapture or maximize its credit capacity for future use, and moderate the impact to the taxpayer. In keeping with the stated goals of this debt management policy, the District shall structure each general obligation issue (except refunding issues) to comply with the rapidity of debt repayment provisions in Section III. E. 1. (see below).



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D. Sale of Securities

All debt issues should be sold through a competitive bidding process based upon the lowest offered True Interest Cost (TIC), unless Board deems a negotiated sale the most advantageous to the District.

E. Credit Enhancements

The District may enter into agreements with commercial banks or other financial entities for the purpose of acquiring letters of credit, municipal bond insurance, or other credit enhancements that will provide the District with access to credit under terms and conditions as specified in such agreements when their use is judged cost effective or otherwise advantageous. Any such agreements shall be approved by the Board.

F. Bond Ratings

The Board, upon advice from the District's municipal advisor, may also consider obtaining a bond rating on any bonds issued.

G. Inclusion of Local Institutions

In the interest of promoting the Village, whenever practical and in the best interests of the Oak Brook Park District, local financial institutions are to be offered the opportunity to bid on debt instruments.

**III. LEGAL CONSTRAINTS AND OTHER LIMITATIONS ON THE ISSUANCE OF DEBT**

A. State Law

30 ILCS 305/0.0 I, et. seq.: the short title is "The Bond Authorization Act."

B. Authority for Debt

The District may, by bond ordinance, incur indebtedness or borrow money, and authorize the issue of negotiable obligations, including refunding bonds, for any capital improvement of property, land acquisition, or any other lawful purpose except current expenses, unless approved by the Board.

C. Debt Limitation

The debt limitations of the bond laws restrict the District to issues such that the aggregate principal indebtedness of the District does not exceed 2.875% of the taxable real property within the District.

D. Methods of Sale

Bonds will be sold in accordance with 30 ILCS 350/10 by means of a public or private sale as determined appropriate by the Board of Park Commissioners. The District may issue short-term notes by negotiated sale if the bond ordinance or subsequent resolution so provides.

1. Bonds. All bonds will mature within the period or average period of usefulness of the assets financed; and the bonds will mature in installments, the first of which is payable not more than three years from the dated date of the bonds.



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2. Municipal Advisor. To ensure independence, the Municipal Advisor retained by the District will not bid on nor underwrite any District debt issues on which it is advising.

E. Credit Implications

When issuing new debt, the District should not exceed credit industry benchmarks where applicable. Therefore, the following factors should be considered in developing debt issuance plans:

1. Rapidity of Debt Service Repayment

The District's general obligation bond issues should be structured whereby 100% of the debt will be retired within twenty years. It is also desirable to structure the District's general obligation bond issues so that at least 50% of the principal will be retired within 10 years.

2. Current General Fund Cash Reserve

The District should maintain a General Fund cash and investments balance equal to no less than three months of total annual expenditures, exclusive of capital expenditures (assumed to be expenditures that would be discretionary should the economy take a nosedive). The Recreation Fund should maintain a cash and investments balance equal to no less than two months of total annual expenditures, exclusive of capital expenditures. Such calculations, including a projection to April 30 (of the current fiscal year), shall be made on an annual basis by the Chief Financial Officer during the budget process.

#### **IV. DEBT ADMINISTRATION**

A. Financial Disclosures

The District shall prepare appropriate disclosures as required by the Securities and Exchange Commission, the federal government, the State of Illinois, rating agencies, underwriters, investors, agencies, taxpayers, and other appropriate entities and persons to ensure compliance with applicable laws and regulations. For more details on these disclosures, please refer to the District's Disclosure Policy.

B. Review of Financing Proposals

All capital financing proposals that involve a pledge of the District's credit shall be referred to the Chief Financial Officer who shall determine the financial feasibility and impact on existing debt of such proposal, and shall make recommendations accordingly to the Executive Director.

C. Refunding Policy

The District should consider refunding outstanding debt when legally permissible and financially advantageous. A net present value debt service savings of at least three percent or greater must be achieved.



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D. Investment of Borrowed Proceeds

The District acknowledges its ongoing fiduciary responsibilities to actively manage the proceeds of debt issued for public purposes in a manner that is consistent with Illinois statutes that govern the investment of public funds, and consistent with the permitted securities covenants of related bond documents executed by the District. The management of public funds should enable the District to respond to changes in markets or changes in payment or construction schedules so as to (i) minimize risk, (ii) ensure liquidity, and (iii) optimize returns.

E. Annual Evaluation of Refinancing Opportunities

The District shall on an annual basis ensure that an evaluation of the outstanding debt issues is performed to ascertain whether a refinancing is appropriate for any of the outstanding issues.

V. GLOSSARY OF TERMS

**Ad Valorem Tax** - A direct tax based "according to value" of property.

**Advanced Refunding Bonds** - Bonds issued to refund an outstanding bond issue prior to the date on which the outstanding bonds become due or callable. Proceeds of the advanced refunding bonds are deposited in escrow with a fiduciary, invested in United States Treasury Bonds or other authorized securities, and used to redeem the underlying bonds at maturity or call date.

**Amortization** - the process of paying the principal amount of an issue of bonds by periodic payments either directly to bondholders or to a sinking fund for the benefit of bondholders.

**Arbitrage** - Usually refers to the difference between the interest paid on the tax-exempt securities and the interest earned by investing the proceeds in higher yielding taxable securities. Internal Revenue Service regulations govern arbitrage (reference I.R.S. Reg. 1.103-13 through 1.103-15).

**Arbitrage Bonds** - Bonds which are deemed by the I.R.S. to violate federal arbitrage regulations. The interest on such bonds becomes taxable and the bondholders must include this interest as part of gross income for federal income tax purposes (I.R.S. Reg. 1.103-13 through 1.103-15).

**Assessed Value** - An annual determination of the just or fair market value of property for purposes of ad valorem taxation.

**Basis Point** - 1/100 of one percent.

**Bond** - Written evidence of the issuer's obligation to repay a specified principal amount on a date certain, together with interest at a stated rate, or according to a formula for determining that rate.

**Bond Anticipation Notes (BANS)** - Short-term interest bearing notes issued by a government in anticipation of bonds to be issued at a later date. The notes are retired from proceeds of the bond issue to which they are related.

**Bond Counsel** - An attorney retained by the District to render a legal opinion whether the District is authorized to issue the proposed bonds, has met all legal requirements necessary for issuance, and whether interest on the bonds is, or is not, exempt from federal and state income taxation.





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**Bonded Debt** - The portion of an issuers total indebtedness represented by outstanding bonds.

**Direct Debt or Gross Bonded Debt** – Is the sum of the total bonded debt and any unfunded debt of the issuer.

**Net Direct Debt or Net Bonded Debt** – Is the Direct debt less sinking fund accumulations and all self-supporting debt.

**Total Overall Debt** – Consists of Net direct debt plus the issuer's applicable share of the direct debt of all overlapping jurisdictions.

**Net Overall Debt** - Net direct debt plus the issuer's applicable share of the net direct debt of all overlapping jurisdictions.

**Overlapping Debt** - The issuer's proportionate share of the debt of other local governmental units which either overlap or underlie it

**Callable Bond** - A bond which permits or requires the issuer to redeem the obligation before the stated maturity date at a specified price, called the call price, usually at or above par value.

**Capital Appreciation Bonds (CAB)** - A long-term security on which the investment return is reinvested at a stated compound rate until maturity. The investor receives a single payment at maturity representing both the principal and investment return.

**Certificates of Participation** - Documents, in fully registered form, that act like bonds. However, security for the certificates is the government's intent to make annual appropriations during the term of a lease agreement. No pledge of full faith and credit of the government is made. Consequently, the obligation of the government to make basic rental payments does not constitute an indebtedness of the government.

**Commercial Paper** - Very short-term, unsecured promissory notes issued in either registered or bearer form, and usually backed by a line of credit with a bank.

**Coupon Rate** - The annual rate of interest payable on a coupon bond (a bearer bond or bond registered as to principal only, carrying coupons evidencing future interest payments), expressed as a percentage of the principal amount.

**Debt Limit** - The maximum amount of debt an issuer is permitted to incur under constitutional, statutory or charter provision.

**Debt Service** - The amount of money necessary to pay interest on an outstanding debt, the serial maturities of principal for serial bonds, and the required contributions to an amortization or sinking fund for term bonds.

**Demand Notes (Variable Rate)** - A short-term security which is subject to a frequently available put option feature under which the holder may put the security back to the issuer after giving specified notice. Many of these securities are floating or variable rate, with the put option exercisable on dates on which the floating rate changes.



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**Double Barreled Bonds (Combination Bonds)** - A bond which is payable from the revenues of a governmental enterprise and are also backed by the full faith and credit of the governmental unit.

**Enterprise Funds** - Funds that are financed and operated in a manner similar to private business in that goods and services provided are financed primarily through user charges.

**General Obligation Bond** - A bond for whose payment the full faith and credit of the issuer has been pledged. More commonly, but not necessarily, general obligation bonds are payable from ad valorem property taxes and other general revenues.

**Lease Purchase Agreement (Capital Lease)** - A contractual agreement whereby the government borrows funds from a financial institution or a vendor to pay for capital acquisition. The title to the asset(s) normally belongs to the government with the lessor acquiring security interest or appropriate lien therein.

**Letter of Credit** - A commitment, usually made by a commercial bank, to honor demands for payment of a debt upon compliance with conditions and/or the occurrence of certain events specified under the terms of the commitment.

**Level Debt Service** – An arrangement of serial maturities in which the amount of principal maturing increases at approximately the same rate as the amount of interest declines.

**Long-Term Debt** - Long-term debt is defined, for purposes of this policy, as any debt incurred whose final maturity is more than three years.

**Maturity** - The date upon which the principal of a municipal bond becomes due and payable to bondholders.

**Mini-bonds** - A small denomination bond directly marketed to the public.

**Net Interest Cost (NIC)** - The traditional method of calculating bids for new issues of municipal securities. The total dollar amount of interest over the life of the bonds is adjusted by the amount of premium or discount bid, and then reduced to an average annual rate. The other method is known as the true interest cost (see "true interest cost").

**Offering Circular** - Usually a preliminary and final document prepared to describe or disclose to investors and dealers information about an issue of securities expected to be offered in the primary market. As a part of the offering circular, an official statement shall be prepared by the District describing the debt and other pertinent financial and demographic data used to market the bonds to potential buyers.

**Other Contractual Debt** - Purchase contracts and other contractual debt other than bonds and notes. Other contractual debt does not affect annual debt limitation and is not a part of indebtedness within the meaning of any constitution or statutory debt limitation or restriction.

**Par Value or Face Amount** - In the case of bonds, Par Value or Face Amount is the amount of principal which must be paid at maturity.



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**Parity Bonds** - Two or more issues of bonds which have the same priority of claim or lien against pledged revenues or the issuer's full faith and credit pledge.

**Principal** - The face amount or par value of a bond or issue of bonds payable on stated dates of maturity.

**Ratings** - Evaluations of the credit quality of notes and bonds, usually made by independent rating services, which generally measure the probability of the timely repayment of principal and interest on municipal bonds.

**Refunding Bonds** - Bonds issued to retire bonds already outstanding.

**Registered Bond** - A bond listed with the registrar as to ownership, which cannot be sold or exchanged without a change of registration.

**Reserve Fund** - A fund which may be used to pay debt service if the sources of the pledged revenues do not generate sufficient funds to satisfy the debt service requirements.

**Self Supporting or Self Liquidating Debt** - Debt that is to be repaid from proceeds derived exclusively from the enterprise activity for which the debt was issued.

**Short-Term Debt** - Short-term debt is defined for purposes of this policy as any debt incurred whose final maturity is three years or less.

**Spread** - The income earned by the underwriting syndicate as a result of differences in the price paid to the issuer for a new issue of municipal bonds, and the prices at which the bonds are sold to the investing public, usually expressed in points or fractions thereof.

**Tax-Exempt Bonds** - For municipal bonds issued by the District tax-exempt means interest on the bonds are not included in gross income for federal income tax purposes; the bonds are not items of tax preference for purposes of the federal, alternative minimum income tax imposed on individuals and corporations; and the bonds are exempt from taxation by the State of Illinois.

**Term Bonds** - Bonds coming due in a single maturity.

**True Interest Cost (TIC)** - Also known as Canadian Interest Cost. A rate which, when used to discount each amount of debt service payable in a bond issue, will produce a present value precisely equal to the amount of money received by the issuer in exchange for the bonds. The TIC method considers the time value of money while the net interest cost (NIC) method does not.

**Yield to Maturity** - The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually and assuming that interest paid is reinvested at the same rate.

**Zero Coupon Bond** - A bond which pays no interest, but is issued at a deep discount from par, appreciating to its full value at maturity.



## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: SECTION 5 – ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL**

**AGENDA NO.:** 7 H

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:** Director of Recreation and Communications, Robert Pechous:

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners last approved the Administrative Policies and Procedures Manual on April 19, 2021.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Manual will be presented to the Board in sections. The revisions include the addition of new policies, clarification of existing policies, and changes to comply with federal and state laws.

**ACTION PROPOSED:**

A Motion (and a Second) to approve Section 5 of the Administrative Policies and Procedures Manual.



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## 5.1 Coordination of Recreational Programs and Facilities

The Oak Brook Park District will continually strive to seek cooperative recreational programming efforts whenever appropriate. It will also coordinate program planning with community groups in order to avoid duplication of programs and services for its residents. The District's staff will be responsible for cooperative planning that will benefit the start of or a continuation of programs and services. The intent of these arrangements would be to make the best use of available resources (facilities, equipment, financial and staff/volunteers) for the community.

Approved by the Board of Commissioners May 18, 2015

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Approved by the Board of Commissioners: April 19, 2021



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## 5.2 Group Fitness Schedule Policy

The Oak Brook Park District offers a complimentary, seasonal schedule of group fitness classes to members and paid guests of the Family Recreation Center. The Group Fitness Schedule is published at least 3 times throughout the year, in conjunction with the seasonal brochure. Class change, addition or removal requests will be evaluated by staff on an ongoing basis, however, the addition of a new class to the current schedule will only take place at the beginning of the next seasonal group fitness schedule.

In the case of a class that reaches capacity for three consecutive weeks, staff will have the option to add a similar class to the group fitness schedule prior to the start of the next seasonal group fitness schedule. Staff will also have the ability to add a class prior to the start of the next seasonal group fitness schedule should another safety concern or personnel change exist.

On certain holidays or special occasions, staff may create a special schedule, to supplement or in lieu of the seasonal group fitness schedule. This special occasion schedule would be for a short duration and used to accommodate holiday facility hours or to promote or experiment with new group fitness classes.

A class may be cancelled, at staff's discretion, if it has not met a minimum of six participants in attendance for 3 consecutive weeks. In the case of a class cancellation due to low attendance, staff may replace that class with a different class prior to the start of the next seasonal group fitness schedule.

Approved by Board of Commissioners April 21, 2014

Approved by the Board of Commissioners May 18, 2015



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### **5.3 Policy on Providing Recreation Programs**

The Park District should provide a broad and diversified selection of recreation programs and services for various ages and interests. The District, in planning recreational programming and special events, shall take into consideration the participants' needs, geographic location, financial resources and safety.

Approved by Board of Commissioners June 15, 2015

Approved by the Board of Commissioners: April 19, 2021





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## **5.4 Oak Brook Park District Procedure for Maintaining Statistics for Recreational Needs**

In order to ensure that the Park District is fulfilling its missions and is meeting the recreational needs of the community, recreation staff will review and maintain year end participation reports of its programs and facilities.

Approved: April 2015

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Approved by the Board of Commissioners: April 19, 2021



## 5.5 Recreation Programs, Memberships, and Facility Fees Policies

### Establishing Resident Rates for In-House Programming and Special Events

Resident rates for in-house programming and special events run by the Oak Brook Park District will be set at 100% cost recovery. The Park District sets the fees, dates, times, locations and assigns the instructor.

### Non-Resident Fee Policy

- Non-resident fees will be set at 25% or more of the resident fee.
- The exception to this policy is Pioneer programs and travel club, in which a 25% fee would be cost prohibitive.
- Non-residents fees for day trips will be at least an additional \$6 higher than the resident fee.
- Travel club will have one rate for resident and non-resident due to the high cost of the program and the necessity to draw from surrounding communities to make the trips run.

### Contract Programs

The Park District may hire a company to provide recreation programs. The Park District will be compensated at least 25% of the registration fees.

### Veterans and Active Military Membership Fee

Veterans and Active Military individuals are eligible for In-District fees for the Central Park Campus and Family Recreation Center memberships. Individuals must present suitable proof of U.S. Armed Forces service from the Army, Marine Corps, Navy, Air Force, Space Force, Coast Guard, or National Guard. ~~military status of the United States military forces.~~

### Fee Increase Policy

1. With the approval of the Executive Director or Deputy Director, park district staff has the ability to increase fees up to 5% for programs that have a fee of \$20 or greater without board approval. Staff is permitted to round up to the nearest quarter dollar in order to make round numbers. For programs with a fee under \$20, staff may increase fees up to \$1.00 without board approval.

Staff can increase fees in this manner without board approval for the following areas:

- Daily fees at the Family Recreation Center and the Tennis Center
- All recreation programming, including tennis programs
- Special Events
- Tennis Center Court Fees
- Personal training rates
- Parties

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Policy: 5.5

- Memberships
- Facility Rental Fees

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Policy: 5.5

Staff must receive approval from their director prior to raising any fees. Factors that must be considered when raising fees are as follows:

- Consumer Price Index (CPI)
- Previous fiscal year average merit increases for staff compensation
- Average total fixed expense increase
- Competitor and market analysis of fees (Benchmarking)

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2. Approval by the Board of Commissioners is required for increasing fees in the following areas:

- Memberships
- Facility Rental Fees

~~If an increase is needed in Memberships or Facility Rental Fees, staff shall prepare a recommendation to the Board of Commissioners for the increase. The recommendation shall be presented at a Regular Meeting of the Board of Commissioners. Factors that must be considered when preparing a recommendation for increasing these fees are as follows:~~

- ~~Consumer Price Index (CPI)~~
- ~~Previous fiscal year average merit increases for staff compensation~~
- ~~Average total fixed expense increase~~
- ~~Competitor and market analysis of fees (Benchmarking)~~

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~~Upon the approval by the Board of Commissioners, the increased rates shall become effective. The effective date for such increase may be determined by the Board of Commissioners and staff. Ideally the rate increase shall first be published in the next publication of the Park District's Brochure.~~

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3. Staff requesting a fee increase greater than 5% must seek Board approval utilizing the procedure provided in section 2, above.

All fee increases must correlate with the "Definitions for the Use of and Membership in Park District Facilities and Recreation Programs."



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Policy: 5.5

Revisions Approved by Board of Commissioners: November 14, 2016  
Approved by Board of Commissioners: June 17, 2013  
Approved by Board of Commissioners: June 15, 2015  
Revised: April 19, 2021



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## 5.6 Violence and Aggressive Behavior Policy

### Statement of Policy:

The safety and security of all employees is of primary importance at the Oak Brook Park District (the "District"). Threats, stalking, threatening and abusive behavior, or acts of violence, including any threat of or action to cause bodily harm or property damages to employees, visitors, customers, or District facilities or property, by anyone on District property, on a District-controlled site, or in connection with District employment, facilities, programs or services will not be tolerated. This includes words or actions made in jest.

Perceptions and circumstances vary; therefore, each situation must be assessed on a case-by-case basis, and considerable judgment and discretion must be exercised by each employee, as well as by the District as an organization, in determining if a violation of this policy has occurred, and what consequences may be appropriate. Pending the outcome of an investigation, a person who is initially determined to have violated this policy shall be removed from the District's premises as quickly as safety permits, and shall remain off the District's premises until the investigation is completed.

### Employee Responsibilities:

All employees are responsible for notifying their Department Head or the Executive Director of any violations of this policy. "Reportable Behavior" includes, but is not limited to, threats, stalking, threatening and abusive behavior, or acts of violence, including any threat of or action to cause bodily harm or property damages, and also includes a series of seemingly minor offenses that appear to be a pattern of acts that can be interpreted as an intention or attempt to intimidate or interfere with the duties of District employees or with the District's facilities, programs, or services.

If a situation or incident is currently ongoing, or if the incident involves a threat of bodily harm, actual bodily harm or property damage, a call should be made to 911 immediately.

Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent, or that could endanger the health or safety of an employee or customer.

Supervisors and Department Heads are required to notify the District's Executive Director and Safety Committee of all Reportable Behavior. Documentation of any incident shall be completed on an Accident/Incident Report (PDRMA Form 01) and, if an employee is injured, on Employee Injury/Illness Report (PDRMA Form 04). A copy of such report(s) shall be provided to the Safety Coordinator within twenty-four (24) hours, for transmission to PDRMA.

Employees are responsible to report all Reportable Behavior regardless of the relationship, including family relationships, between the individual who initiated the behavior and the person or persons being threatened or harmed.



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**Investigation:**

The Executive Director, Department Heads, and Safety Committee shall give top priority to all reported incidents of workplace violence and will work with PDRMA, local law enforcement officials, or other resources as appropriate to safeguard employees, protect the District's resources, conduct any needed investigations, and assist in ensuring that the appropriate administrative or criminal action is initiated.

Following investigation, the District will initiate a prompt and appropriate response, which may include, but is not limited to, suspension or limitation of any business or customer relationship; access to District facilities, programs or services; reassignment of an employee's job duties, suspension or termination of employment; referral to appropriate law enforcement agencies for arrest; or civil or criminal prosecution of the person or persons involved. The District reserves the right to take any necessary legal action to protect its employees and customers. Investigation results shall be conveyed, in writing, to the reporting employee, the Executive Director and the Safety Committee.

**Confidentiality:**

The District has developed confidentiality procedures that recognize and respect the privacy of the reporting employee with respect to sensitive information; however, the District cannot promise absolute confidentiality. A report to a law enforcement agency or other governmental agency may be necessary depending on the circumstances but, in any case, the District will seek to maintain the anonymity of the reporting individual when and to the extent reasonably possible.

**Employee Assistance Programs:**

Various assistance programs are available to employees who are exposed to a workplace violence incident. Department Heads shall offer formal assistance via available programs to any employee who has been a victim of or has witnessed an incident of violence.

**Discipline of an Employee Who Perpetrates Violence:**

Department Heads shall initiate appropriate disciplinary action against any employee who has perpetrated violence, in consultation with the Executive Director and Safety Committee.

**Parent Code of Conduct as to District Programs Involving Minor Participants:**

The District seeks to provide successful and positive experiences in developmental sports and recreational activities for minors, by offering fundamental skill and social skill development and fun for all participants.

Parents and adult guardians of minor participants in District programs shall refrain from harassing, berating, insulting, or otherwise engaging in any inappropriate conduct toward staff, volunteers and, when applicable, coaches, participants, other parents, guests, and officials. Appropriate discussion of concerns regarding a parent's child, a program or activity with the appropriate staff, coach or league supervisor is welcomed, so long as the discussion is undertaken in a courteous, constructive, and respectful manner. To this end, parents and adult guardians shall follow these guidelines:



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- Encourage good sportsmanship and appropriate behavior by demonstrating mature and respectful behavior; by communicating and dealing with conflict in a polite, courteous, and constructive manner; and by serving as a positive role model.
- Place the emotional and physical well-being of minor participants ahead of any personal desire.
- Reinforce to their own child the importance of conducting oneself in a safe and respectful manner, and of treating other children, staff, volunteers, coaches and officials with respect, regardless of race, gender, creed, disability, religion, sexual orientation or ability.
- Support and show a positive attitude toward staff, volunteers, coaches and officials.
- Remember that District activities and programs involving minor participants are for their benefit and not for the benefit of adult spectators.
- Use best efforts to make programs and activities involving minor participants a fun experience for them.
- Inform the District of any special need, impairment or ailment that may affect the safety of their own child or others.

Violation of these guidelines may be cause for suspension of access to District facilities, programs and services for the parent or adult guardian and, potentially, for ~~his or her~~their child.

**Right of Access to District Facilities, Programs and Services:**

The District recognizes that, in the absence of good reasons to the contrary, members of the public have a right of access to District facilities, programs and services, and it welcomes and responds to constructive criticism from the public. Nevertheless, there are circumstances in which access to District facilities, programs and services will be limited or suspended as to certain individuals, by notice sent to the individual in writing. Such circumstances shall include, but not be limited to, the following:

- Where an individual engages in personal abuse of an employee or customer, or makes inflammatory, threatening or intimidating statements or comments.
- Where an individual has engaged in violent behavior causing bodily harm or property damage.
- Where full access would be likely to compromise the District's obligations as an employer to its employees.
- Where full access would be likely to compromise any statutory obligations to which the District is subject.
- Where full access would be likely to be wasteful of the District's resources.
- Where full access would be likely to encourage or allow rude and abusive behavior.
- Where an individual fails to reply to written communications from the District, or sends a written communication that contains substantially and clearly inappropriate content, such as abusive or threatening language or personal attacks.





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- Where an individual telephone caller uses inappropriate language such as abusive or threatening language or personal attacks to District employees.

If an individual who violates the foregoing policy appears to have impaired mental capacity, any action to limit or suspend access to District facilities, programs or services shall be undertaken only after consultation with the Executive Director. If an individual who violates the foregoing policy is under the age of eighteen (18), any action to limit or suspend access to District facilities, programs or services shall be coordinated with a parent or adult guardian.

If limits on or suspension of access to District facilities, programs and services have been imposed for a period over six (6) months, the individual may apply to the Executive Director, in writing, to have any or all of the limitations or any suspension reviewed and potentially lifted. Such an application may be made no more frequently than every six (6) months.

A list shall be maintained of all customers whose access to District facilities, programs and services has been suspended or limited, and the specific limitations imposed. Such list shall be kept in strict confidentiality, except that District personnel who accept registrations, memberships or daily use fees shall be provided with such list. If a customer appears at any District facility or program after being informed of a suspension or limitation on ~~his or her~~their use of District facilities, programs and services, and refuses to leave, the local police authorities shall be called to assist in removing such customer.

**The Safety Committee:**

The Safety Committee shall provide training to Department Heads and staff to ensure they are familiar with this policy, procedures for dealing with a hostile employee or customer, and techniques for defusing volatile situations and aggressive behavior.

The Safety Committee shall also conduct an audit or survey of potential hazards at all District facilities, programs and work locations, with special emphasis on remote locations.

Board Approved March 12, 2007 by Ordinance 07-0312  
Safety Manual Approved by Board 5/18/15



Oak Brook Park District  
Administrative Policies and Procedures

## Section 5.7 Private / Group Instruction and Training Policy

The Oak Brook Park District cannot adequately control and has no responsibility for the quality of personal training / group fitness, tennis, and swim instruction, or any other recreation instruction from individuals who are not employed by the Oak Brook Park District. These individuals may not have adequate academic background, national certifications, training, ability, or experience to properly conduct lessons or classes. The use of the Oak Brook Park District by unauthorized individuals/contractors for personal training/group fitness, tennis, pickleball, swim, or general recreation instruction is also in direct competition with the programs and services offered at the Oak Brook Park District.

The Park District desires to ensure the safety and quality of all group instruction and personal training offered at the Oak Brook Park District. Therefore, only Oak Brook Park District employed staff are authorized to promote and provide personal training/group instruction services at Oak Brook Park District owned/managed facilities and parks.

Unless authorized by the Executive Director by written letter, permit, or contract, non-authorized individuals/contractors are prohibited from:

- Soliciting Park District patrons/attendees to promote his or her private / group instruction, personal training or other such recreational programming services.
- Conducting private / group instruction, personal training or other such recreational programming services at Oak Brook Park District owned/managed facilities or parks whether such non-authorized training is organized or conducted for profit or non-profit.

The Park District reserves the right to question anyone on Park District owned/managed property regarding unauthorized training, if he/she/they appears to be exhibiting any of the following (but not limited to), or related behaviors:

- **Writing and/or designing a program, class or workout for fitness, tennis, swimming, athletics or general recreational programming for a patron.**
- **Explaining and providing exercise directions to a patron or group of patrons.**
- **Assisting a patron with technique, or any specific instruction, but not exercising with that individual during all portions of the workout.**
- **Directing exercise order or duration for a patron.**
- **Assisting a patron with equipment and adjustments.**
- **Any behavior perceived to be training, instructing, or conducting a recreational program on Park District owned/managed property without prior written authorization.**



Oak Brook Park District  
Administrative Policies and Procedures

Any unauthorized individual/contractor that is conducting or is giving the perception of conducting personal / group instruction, personal training or other such recreational programming at any Park District owned/managed facility or park will be asked to leave the facility or park without reimbursement of any fees paid. In addition, the Park District reserves the right to suspend or revoke membership(s), guest privileges, or rental permit(s) for anyone in violation of this policy as codified in **Chapter 7. Offenses Affecting District Functions of the General Use Regulations of the Oak Brook Park District, with further penalties enforced, including:**

- Summoning 911 for police enforcement.
- Exclusion from the Park District, its programs, facilities, and parks, whether such facility or park is owned or managed by the Park District.
- Fines.
- Civil Suit.

Approved by Board of Commissioners: May 18, 2020

Approved by the Board of Commissioners: April 19, 2021



Oak Brook Park District  
Administrative Policies and Procedures

## 5.8 Refund Policy

Except for cancellations by the District, all refunds are subject to a 10% processing fee. In the event the District cancels an activity, makeup classes may be offered or, if no make-up classes are offered, a credit to your account or a refund will be issued. Limitations on refunds may vary by activity and registration type. Please visit <insert website here> for refund terms by activity and registration type.

### Programs, Athletics and Camps

This section applies to all youth and adult programs, athletics, and camps (collectively or individually referred to as “program(s)”). This section does not apply to travel programs, pre-school programs, or special events.

Subject to the 10% processing fee, a full refund will be given if a withdrawal request is made 8 days or more prior to the start of the program.

No refund will be given if the registrant submits a withdrawal request 7 days or less prior to the start of the program except for medical reasons. A prorated refund may be issued if the participant withdraws for medical reasons. Medical refunds require a signed doctor’s note explaining the injury or illness and must be submitted within 10 business days of when the participant first misses the program due to the injury or illness. In the event the District cancels the program, the District may either offer makeup classes or, if no make-up classes are offered, the District will either issue a credit to the registrant’s account or a full refund.

For the Get Better League: 1) a full refund will be issued if the registrant withdraws before teams are assigned; 2) the registrant will be issued a 50% refund if the participant withdraws after teams have been assigned; and 3) no refund will be issued if the participant withdraws after the teams have been assigned and had their first practice.

### Special Events

No refund will be issued unless the Park District cancels the event.

### Travel

#### Travel Club Trips

Refunds for Pioneer trips are subject to the refund policy of the travel company used for the trip. A full refund will be provided if the District cancels the trip.

#### Pioneer Trips

For Pioneer trips, no refund will be given if the cancellation is given 7 days or less before the date of the trip except for medical reasons. A full refund, minus the direct costs incurred by the District and a 10% processing fee, may be issued if the participant withdraws for medical reasons. Medical refunds require



Oak Brook Park District  
Administrative Policies and Procedures

a signed doctor's note explaining the injury or illness and, to the extent possible, must be submitted 10 days prior to the trip.

For cancellations given 8 days or more before the date of the trip, a full refund will be issued minus the direct costs incurred by the District and a 10% processing fee. A full refund will be provided if the District cancels the trip.

**Preschool**

If a participant intends to withdraw from a preschool program, the registrant must provide at least 30 days' notice to the District in order to receive a prorated refund of the program fees which, for purposes of a refund, will not include the pre-registration deposit, and will be issued based on the final withdrawal date. Any such refund is subject to a 10% processing fee.

No refunds, credits or reallocation of funds will be given for any days your child misses class, including but not limited to for sick days, program cancellations due to weather or any other day your child is absent. In the event of withdrawal from a pre-school program at any time for any reason, the pre-registration deposit is non-refundable.

In the event the District cancels a preschool program, the District may either offer makeup classes or, if no make-up classes are offered, the District will either issue a credit to the registrant's account or a full refund.

**Parties & Rentals**

No refunds will be given if the cancellation for the rental is received 7 days or less of the scheduled rental date.

A refund of 60% will be given if the cancellation of the rental is received 8 – 13 days prior to the scheduled rental date.

A full refund, minus a 10% processing fee will be given for cancellations received 14 days or more prior to the scheduled rental date.

Approved by Board of Commissioners – February 19, 2024

New Business



# Oak Brook Park District

## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: ASPHALT REPLACEMENT PROJECT**

**AGENDA NO.: 8 A**

**MEETING DATE: JULY 21, 2025**

STAFF REVIEW: Superintendent of Parks and Maintenance, Jake Stachowiak:

RECOMMENDED FOR BOARD ACTION: Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Certain asphalt pavement trail at Central Park and Central Park North require pavement replacement due to deterioration. Staff has evaluated the pavement maintenance and replacement plan, as well as existing conditions of pavement in the parks, marked areas for replacement, and has prepared a bid package for the project. The project scope includes milling and overlaying sections of pavement that have been identified, and replacing approximately 29,500 sqft. with new pavement at a thickness of 2-3 inches, depending on the location.

Unit pricing will also be requested for additional undercutting, stone base replacement, and extra patching/paving should it be necessary.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The project timeline is as follows:  
Public bid made available - July 22nd, 2025  
Bid opening - August 6th, 2025  
Recommendation to the Board of Commissioners - August 18th, 2025

The work is expected to take place in late summer of 2025

**ACTION PROPOSED:**

For Review and Discussion Only



Section A and B



Section C:





Alternate Section:





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: ECLIPSE SELECT SOCCER CLUB AGREEMENT**

**AGENDA NO.: 8 B**

**MEETING DATE: JULY 21, 2025**

**STAFF REVIEW:**

Brian Dewolf, Superintendent of Recreation:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The District desires to provide an opportunity for the use of the fields when not in use by the District and to develop financial means for Park District improvements.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

An agreement between Eclipse Select SC and the Park District will have multiple benefits for the District such as:

- 1.) The Club has highly credentialed and experienced professional trainers and coaches.
- 2.) The Club is an experienced operator and manager of a highly rated youth soccer program. It fields 100+ youth soccer teams, teams from ages U8 – U19, including some of the most developmentally advanced and competitive boys' and girls' youth soccer teams in the country, and multiple teams have represented the United States in World Youth Cup play.
- 3.) The Club provides soccer-related athletic and sports opportunities to students in grades K-12, some of whom are residents of the District.
- 4.) The Club has previously rented soccer field space from the Oak Brook Park District for over 10 year.

In exchange for the proposed licensed use of the athletic fields, the Eclipse Select Soccer Club has agreed to pay \$100,000 each year for five years, and Capital Contribution Fees of a total of \$500,000 for the improvement of fields.

**ACTION PROPOSED:**

For Review and Discussion Only

**LICENSE AND USE AGREEMENT  
CENTRAL PARK FIELDS  
OAK BROOK PARK DISTRICT—ECLIPSE SELECT SOCCER  
CLUB**

This LICENSE AGREEMENT (“**Agreement**”) is made as of this 21st day of July, 2025 (“**Effective Date**”), by and between the OAK BROOK PARK DISTRICT, DuPage County, Illinois, an Illinois park district (“**District**” or “**Park District**”), and ECLIPSE SELECT SOCCER CLUB, an Illinois corporation (“**Licensee**”). District and Licensee are hereinafter sometimes referred to individually as a “**Party**,” and together as the “**Parties**.”

**RECITALS**

- A. District owns, operates, manages, and controls certain real property located at 1315 Kensington Rd., Oak Brook, Illinois, and 1450 Forest Gate Rd., Oak Brook, Illinois (“**Central Park North Fields**” or “**Fields**”).
- B. District plans to develop the Central Park Fields into a first-class soccer facility containing a variety of structures, facilities, and recreational amenities, including several natural grass and synthetic turf soccer/athletic fields (the “**Facilities**” or “**Improvements**”).
- C. District has identified times when certain portions of Central Park Fields, including those more particularly described below, will not be needed or useful for District purposes.
- D. Licensee is organized to promote the healthy physical and mental development of the youth who reside in Oak Brook and surrounding communities through soccer.
- E. The Board of Park Commissioners of the District (“**Park Board**”) has determined that the best interests of the District and the public will be served by the grant of a license to Licensee to use those portions of Central Park Fields identified below for the purposes designated herein and at such times as outlines in this Agreement, in exchange for good and valuable consideration.

**NOW, THEREFORE**, for and in consideration of the mutual promises hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Incorporation of Recitals.** The recitals set forth above are hereby incorporated in this Agreement, and all covenants, terms, conditions, and provisions hereinafter contained shall be interpreted and construed in accordance therewith. All exhibits referenced herein are hereby incorporated into and made a part of this Agreement.

2. **License Granted; Licensed Uses.** Subject to the terms and conditions of this Agreement, District hereby grants Licensee, and Licensee hereby accepts and agrees to exercise, during the term of this Agreement, the following rights and privileges (“**License**”):

- (a) Licensee will have right to use Central Park Field 10, 11, 12, as well as the Synthetic Turf Field as shown on the Site Plan (“**Site Plan**”) attached to this Agreement as **Exhibit A**, on the dates and during the times set forth in the “**Master Use Schedule**,” attached to this Agreement as **Exhibit B**, for the sole and limited purposes of conducting the soccer programming, training, practice, games and league play set forth in **Exhibit B**, as approved by the District pursuant to the procedures and schedules set forth herein;

The foregoing portions of Central Park North Fields and the Synthetic Turf Field that Licensee has the right to use are hereinafter collectively referred to as the “**Licensed Property**,” and the foregoing rights of use and access are hereinafter sometimes collectively referred to as the “**Licensed Uses**.” Licensee shall not use the Licensed Property for any activities or uses except the Licensed Uses, without the District’s prior written consent. District reserves and shall have the right to use and to permit others to use the Licensed Property at any time that it is not in use by Licensee, whether as set forth in the Master Use Schedule, attached hereto as **Exhibit B**, or pursuant to notice from Licensee as hereinafter provided.

Licensee shall notify District if Licensee will not be using any portion of the Licensed Property which Licensee is scheduled to use under the Master Use Schedule (“**Scheduled Use**”). Such notice shall be given as far in advance of the Scheduled Use as is practicable by telephone and in accordance with the notice provision in Paragraph 23 of this Agreement, it being the intent of the Parties that the Licensed Property may be used by District or by third parties that are authorized by District, whenever it is not in use by Licensee, notwithstanding that it was made available to Licensee under the Master Use Schedule.

3. **Term of License.** The initial term of this Agreement shall commence upon August 1, 2025 (“**License Commencement Date**”) and shall, unless terminated earlier as provided pursuant to Paragraph 21 of this Agreement, run for a continuous period of five (5) years, ending on July 31, 2030 (“**Initial Term**”). Any agreed-to extensions of the License term beyond the Initial Term shall be upon the same terms and conditions stated in this Agreement, unless otherwise agreed by the Parties. On or before July 31, 2029, the Parties agree to enter into discussions regarding extension of the license granted hereunder. Neither Party shall have the exclusive right to extend or renew this Agreement or the License granted herein.

4. **License Fees and Capital Contribution Fees.**

(a) License Fees: As consideration for the field use granted by this Agreement, Licensee shall pay to District an annual license fee (“**License Fee**”). The annual License Fee for years one (1) through five (5) of this Agreement shall be One Hundred Thousand Dollars (\$100,000), payable on April 1 of 2025, 2026, 2027, 2028, and 2029.

(b) Capital Contribution Fees: As consideration for use of the Central Park Field Improvements, Licensee shall pay to District a capital contribution fee (“**Capital Contribution**”).

**Fee**”). The Capital Contribution Fee shall be in addition to the annual License Fee set forth in subsection (a) above. The Capital Contribution Fee for years one (1) through five (5) of this Agreement shall be as follows:

- (i) April 1, 2027: One Hundred and Twenty-Five Thousand Dollars (\$125,000).
- (ii) April 1, 2028: One Hundred and Twenty-Five Thousand Dollars (\$125,000).
- (iii) April 1, 2029: One Hundred and Twenty-Five Thousand Dollars (\$125,000).
- (iv) April 1, 2030: One Hundred and Twenty-Five Thousand Dollars (\$125,000).

(c) Licensee shall pay to District additional capital contributions upon mutual agreement of the amounts and the purposes therefor.

(d) The Parties acknowledge and agree that a portion of the Capital Contribution Fee is for Licensee’s use of a synthetic turf field, which will be made available to Licensee. In the event the synthetic turf field is not installed, the amount of the Capital Contribution Fee shall be equitably adjusted.

**5. Marketing, Sponsorships and Naming Rights.** The names “Central Park Athletic Fields North” and any associated names, logos, trademarks, or copyrights are the property of the District (the “**District Marks**”). Licensee may be granted a non-exclusive right to use the District Marks in conjunction with providing the uses, services, and benefits upon prior written approval of the District. Any Licensee use of the District Marks shall be non-assignable and nontransferable, shall inure solely to the benefit of the Park District, and shall cease upon termination or expiration of this Agreement for any reason. The District will provide normal promotion and mention of Licensee’s services in its publications. Any additional advertising of Licensee’s services by the District may be done by the District in its discretion at Licensee’s expense.

**6. Rights and Duties.**

(a) Licensee: Licensee shall pay the District for all utility costs. Any alteration after completion of the Central Park North Improvements shall be the sole responsibility and expense of Licensee, but only after Licensee has received written approval of the Park District. The District will provide one (1) set of permanent goals including nets for the fields described in Exhibits A and C, garbage cans, and corner flags. Licensee shall provide all additional equipment necessary to conduct its programming. Licensee shall provide District with audited Financial Statements on an annual basis not less than thirty (30) days following each annual anniversary of the License Commencement Date; provided that in the event Licensee is unable to complete its audited annual Financial Statements by such date, the District shall agree to an extension for good cause shown. Licensee shall not install or place any equipment on Park District property outside of the Licensed Property without the District’s prior approval. Licensee shall clearly display its company name and logo at the Licensed Property to distinguish itself from the District; provided that all signage and signage location shall be approved by the District in its sole discretion prior to installation. District’s signage shall be primary on all signage. Licensee will conduct authorized programming as described herein on the Licensed Property during the Hours of Operations set forth in the Master Schedule. Licensee shall also work with the District’s existing recreational programs and District staff to provide a quality training and development experience to a wide range of participants. Licensee will provide a summary of the offering of programs, services, uses and benefits that it has provided at the end of each- season (along with prices including taxes if applicable). The

summary should include specific league information, coaching clinics, exhibitions, tournaments, merchandising, concessions, if applicable, and all other uses, services and benefits. Licensee shall provide qualified and sufficient staffing for all operations. Licensee shall provide additional staff during large events held at the Fields such as tournaments, exhibitions, special events, and other Fields events. Licensee agrees that Licensee's personnel shall provide services in a courteous, business-like and efficient manner. Designated Park District employees may require individual Licensee personnel to modify behavior if such behavior is determined to be in violation of this Agreement, District policies or applicable law. Licensee's staff should appear clean, neat, orderly and otherwise appropriate for the services being provided. At all times during the license term, Licensee shall maintain the Licensed Space and all surrounding area in a clean, neat, orderly and safe condition. Licensee shall collect and properly dispose of trash in receptacles. The garbage area must be always kept clean by Licensee during Licensee use. Boxes must be broken down and placed in the appropriate containers. Licensee shall comply with all laws governing the safe storage and use of all equipment. Licensee shall comply with all applicable federal, state and local laws, rules, regulations and requirements ("Legal Requirements") in the operation of the Fields, including but not limited to all applicable sanitation, business licensing, safety, and employment Legal Requirements and any other Legal Requirements necessary for the Licensee to provide the uses, services and benefits at the Fields as provided in this Agreement. Licensee is responsible for obtaining and maintaining all necessary licenses and permits, at its sole cost and expense, during the term of its services with the District.

(b) District: The District may: 1) sell merchandise as it deems appropriate; and 2) authorize other third-party organizations to sell merchandise on the Fields during special events such as sports/recreational tournaments, exhibition events and other Park District-sponsored or sanctioned events held at the Fields. The District will perform or cause to be performed all mowing, fertilizing, herbicide and pesticide application, and field striping, all to Park District standards. The District shall have the right to enter the Fields and to operate programming and recreation and leisure activities that do not interfere with Licensee's use. The District shall conduct inspections of the Licensed Property as it sees fit.

(c) Damage to Licensed Property: In the event that all or any portion of the Licensed Property is damaged during any Licensed Use (except when the damages are caused by the willful and wanton acts of the District), the District shall make any and all required repairs. Licensee will pay one hundred percent (100%) of the District's costs and expenses incurred to make the necessary repairs within thirty (30) days of receipt of an invoice from the District for its costs and expenses if the damage was caused by the Licensee. Licensee shall further pay the District the sum of \$500 per day for each day that all or any portion of the Licensed Property is inoperable due to said damages by Licensee, within thirty (30) days of receipt of a statement from the Park District setting forth the number of days that the Licensed Premises or any portion thereof were inoperable or unusable. The Parties acknowledge and agree the sums payable under this subparagraph shall constitute liquidated damages and not penalties and are in addition to all other rights of the Park District including pursuit of all remedies for breach of contract. The Parties further acknowledge that the amount of loss or damages likely to be incurred by Park District is incapable of precise estimate or difficult to estimate, and the amount specified herein bears a reasonable relationship to and is not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with Licensee's damages to the Licensed Premises. Licensee's obligations under this subsection 7(c) shall not apply to normal wear and tear or damage resulting solely from climate conditions or use by parties other than Licensee. Licensee's obligations under this section shall continue in full force and effect after termination of this Agreement for any reason.

**7. Intentionally deleted.**

**8. Compliance with Laws; Manner of Use.** Licensee shall comply with all applicable federal, state, county and local statutes, ordinances, rules, regulations and codes in the conduct of Licensed Uses. Licensee shall conduct, and cause its members, employees, officers, and invitees to conduct, any Licensed Uses in a safe manner and in strict accordance with the terms of this Agreement. Licensee shall not make or permit to be made any use of the Licensed Property or Central Park North Fields which is directly or indirectly forbidden by law, ordinance, or government regulations, or which may be dangerous to life, limb or property, or which may increase District's insurable or uninsurable risk or liability. Licensee shall cooperate with District and the Oak Brook Police Department, and shall strictly follow all public safety requirements regarding its conduct of the Licensed Uses. Licensee shall provide adequate supervision during the conduct of the Licensed Uses.

**9. Condition of Property.** Except as otherwise specifically provided in this Agreement, District has not made, and by grant of the License hereunder does not make, any representations with respect to the suitability of Central Park North Fields or the Licensed Property for any purposes including but not limited to Licensee's intended purposes, it being acknowledged



and agreed by Licensee that Licensee is solely responsible for ascertaining all conditions affecting Central Park North Fields and the Licensed Property prior to its execution of this Agreement and prior to each use thereof by Licensee, its directors, officers, employees, agents, students and invitees, or any of them.

**10. Reservation of Rights.** In addition to the rights reserved by District under Paragraph 2, above:

- (a) District reserves for the exclusive use of its Park Board, officers, employees, agents, invitees, and the general public the remainder of Central Park Fields, other than the Licensed Property.
- (b) District and its Park Board, officials, employees, agents, invitees and the general public shall have the right to use Central Park Fields in any manner that does not unreasonably interfere with any Licensed Uses, including permitting the construction, maintenance and operation on, over or under Central Park Fields, of any public utility facility. District, its grantees, agents, and assigns shall have the right to enter upon the Licensed Property at any time(s) to inspect, maintain or repair the Licensed Property provided, that the District shall not unreasonably interfere with the Licensee's Licensed Use of the Licensed Property during the dates and times set forth in the Master Use Schedule. District's exercise or failure to exercise any of its rights under this paragraph shall not impose or create any responsibility or liability on District or affect, reduce or nullify in any way Licensee's obligations under the Agreement.

**11. Environmental Matters.**

- (a) At all times during the term of this Agreement, Licensee and its members, officers, employees, agents, and invitees shall use the License Property and any other portion of Central Park North Fields, in strict compliance with all applicable Environmental Laws (as hereinafter defined) and, without limiting the generality of the foregoing, shall not cause any Hazardous Materials (as hereinafter defined) to be brought onto, introduced to or handled on any portion of Central Park Fields or the Licensed Property in violation of such laws.
- (b) As used in this Agreement, the term "Hazardous Materials" means any hazardous or toxic substances, materials or wastes, including but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous or harmful to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR §972.101) or by the Environmental Protection Agency as hazardous substances (49 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) biohazardous waste (v) designated as "hazardous substances" pursuant to Section



311 of the Federal Water Pollution Control Act (33 U.S.C. §1321) or listed pursuant to Section 307 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. or (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. §§9601 et seq. or any other applicable Environmental Law.

- (c) As used in this Agreement, "Environmental Laws" means all federal, state and local environmental statutes, rules, regulations, ordinances, judicial or administrative decrees, orders or decisions, authorization or permits, and common law, including, but not limited to, the Resources Conservation and Recovery Act, 42 U.S.C. §§6901 et seq., the Clean Air Act, 42 U.S.C. §§7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., The Toxic Substances Control Act, 15 U.S.C. §§2601 et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701 et seq., the National Environmental Policy Act, 42 U.S.C. §§4321 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300 (f) et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources, including, without limitation, the preservation of wetlands, and all regulations pertaining thereto.
- (d) Licensee shall provide District with written notice (i) upon Licensee's obtaining knowledge of any potential or known violations of applicable Environmental Laws or the release or threat of release of any Hazardous Materials affecting any portion of the Licensed Property or the Central Park North Fields or (ii) of Licensee's receipt of any notice, correspondence, demand or communication of any nature from any governmental authority related to any alleged or actual violation of any Environmental Laws affecting any portion of the Licensed Property or the Central Park North Fields.

**12. Use of Licensed Property.** Neither Licensee nor any of its respective employees, agents, volunteers or assigns shall place, keep, store or otherwise permit to be placed, kept or stored on the Licensed Property, any equipment or materials, except during such time as Licensee's employees or agents are physically present and conducting activities permitted under this Agreement. In the event that any Licensed Uses require Licensee or its employees or agents to use, place, locate or store any equipment or materials on the Licensed Property at any other time(s), Licensee shall obtain the written approval of District prior to each instance in which Licensee seeks to use, locate, or store such equipment or materials on the Property, which approval may be conditioned on or subject to reasonable requirements. The District may grant Licensee the right to access Central Park North storage facility at times and in areas designated by the District and on other such terms as may be determined by the District in its sole discretion.

**13. Suspension of Use.** In the event of an emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of the District or its park commissioners, officers, employees, agents, invitees or others, as determined by the District in its sole reasonable discretion, the District may immediately suspend Licensee's activities hereunder until such condition has been remedied to the District's reasonable satisfaction in accordance with this Agreement. Licensee shall always comply with Zach's Law (430 ILCS 145/1 et seq.) during the Term of this Agreement.

**14. Waiver and Release of Liability.** Licensee shall conduct all Licensed Uses entirely at its own risk. Licensee acknowledges that District shall not provide any supervision, security or protection in connection with any Licensed Uses. District shall not be liable or responsible for damage caused by fire, vandalism or other casualty to, or for the destruction, loss, or theft of, any vehicle, equipment, material, supply or other personal property at any time during the Agreement, except such proximately caused by the willful and wanton conduct of District. To the fullest extent permitted by the laws of the State of Illinois, Licensee hereby forever waives, relinquishes and discharges District, and its park commissioners, officers, employees and agents from, all claims of every nature whatsoever, which Licensee may have at any time against District, its Park Board, officers, employees and/or agents, including without limitation claims for personal injury or property damage sustained or incurred by Licensee or any person claiming by, through or under Licensee, relating directly or indirectly to any Licensed Uses, the condition of Central Park North Fields or the Licensed Property, or use by District or Licensee of Central Park North Fields or the Licensed Property except claims that involve actions proximately caused by the willful and wanton conduct of District.

**15. Indemnification and Hold Harmless.** Licensee hereby indemnifies and shall defend and hold harmless the District, its park commissioners, officers, employees, volunteers and agents (the "Park Indemnitees") from and against any and all suits, liabilities, claims, losses, costs, and damages, including but not limited to consequential damages, penalties, fines and expenses, of every kind or nature whatsoever, including without limitation court costs and attorneys', paralegals' and consultants' fees (the "Legal Expenses"), suffered, incurred or sustained by any of the Park Indemnitees, including without limitation, liabilities for the death of, or injury to, any person or the loss, destruction or theft of, or damage to, any property, or liabilities imposed under any Environmental Laws, to the extent relating directly or indirectly to, or arising directly or indirectly from, the exercise by Licensee, its employees, agents and invitees, or any other person acting on its or their behalf or with its or their authority or permission, of the obligations, rights or privileges imposed upon, or granted to, Licensee under this Agreement or their use of the Licensed Property. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 17. Licensee shall similarly defend, indemnify and hold harmless the Park Indemnitees against and from any and all suits, claims, losses, costs, damages (including but not limited to consequential damages), penalties, fines and expenses, including without limitation Legal Expenses, suffered, sustained or incurred by any of the Park Indemnitees to the extent resulting from Licensee's breach of any provision of this Agreement or otherwise incurred by District in enforcing the terms of this Agreement.

**16. Insurance to be Maintained by Licensee.** In addition to, and without limitation of, Licensee's obligations under Paragraphs 16 and 17 above, and at no cost to District, Licensee

shall obtain and keep in full force and effect for so long as any claim relating to any Licensed Uses legally may be asserted, comprehensive general liability and property damage, and business auto liability insurance written to include the coverages for not less than the minimum limits (or greater if required by law) set forth in **Exhibit C** attached to and incorporated by reference in this Agreement. Prior to commencement of any of the Licensed Uses, Licensee shall obtain and deliver to District a certificate of insurance naming District as an additional insured.

**17. No Property Interest.** This Agreement and the License granted hereunder do not convey to, or create in favor of, Licensee, any legal or equitable title or property interest in whole or in part to Central Park North Fields or any portion thereof, including the Licensed Property; it being acknowledged that this Agreement is a license and not a lease and merely grants temporary and limited permission to Licensee to use the Licensed Property on and subject to the terms and conditions hereof. Licensee expressly acknowledges and agrees that any statute or ordinance relating to landlord/tenant matters or forcible entry and detainer is not applicable to this Agreement and Licensee expressly waives any and all rights to which Licensee might otherwise be entitled under said laws.

**18. Assignment Prohibited.** Licensee shall not assign, transfer, or otherwise convey to any person or entity whatsoever any of its rights or duties under this Agreement, in whole or in part, or otherwise permit the use of the Licensed Property or any portion thereof, by any person contrary to the provisions of this Agreement.

**19. Termination.** District reserves the right to terminate the License and any and all rights and privileges hereby granted to Licensee under this Agreement immediately upon notice to Licensee in the event:

- (a) Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after Licensee's receipt of written notice of such breach. Notwithstanding the foregoing, and depending upon the nature of the breach, the District reserves the right, in its sole discretion, to suspend the License until such time as Licensee has cured said breach or has provided the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise as a result of said breach. If Licensee violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described above may apply, District may pursue any and all legal and equitable remedies.
- (b) District receives notice of an alleged violation of any federal, state, or local law, ordinance, rule or regulation relating to Licensee's conduct of any Licensed Uses on, or use of, all or any part of the Licensed Property. Notwithstanding the foregoing, in the event the District receives notice of an alleged violation, and depending upon the nature of said violation, the District may elect, in its sole discretion, to suspend the License until such time as the alleged violation has been fully adjudicated by the proper official or other authority. The District may also elect, in its sole discretion, to allow Licensee to continue its Licensed Uses under

this Agreement provided that Licensee provides the District with adequate security, as determined by the Park District in its sole discretion, to cover any potential liability that may arise if the alleged violation is substantiated. If the Park District elects to suspend the License after receipt of notice of an alleged violation, and said violation is later determined to be unfounded, the term of this Agreement shall be automatically extended for a period of time equal to the length of the suspension.

- (c) District is ordered to do so by any regulatory body or other governmental agency having jurisdiction.
- (d) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.
- (e) The Licensed Property is taken by another governmental body through the exercise of its powers of eminent domain.
- (f) The Licensed Property, Central Park North Fields or any portion(s) thereof, become subject to any tax
- (g) The Board of Park Commissioners of the District is unable to, or abandons its plans to construct the Improvements.

District further reserves the right to terminate the License and this Agreement if District requires any of the Licensed Property in furtherance of its park and recreation purposes, which would preclude the continuation of any Licensed Uses, in which event District will give Licensee not less than six (6) months prior written notice. In the event that this Agreement is terminated by District because District requires any of the Licensed Property in furtherance of its park and recreation purposes prior to an anniversary date, Licensee shall be entitled to a refund in an amount equal to the License Fee divided by 365 and multiplied by the number of days that would have been remaining until the anniversary date of the License.

The indemnification and hold harmless obligations and all other obligations of Licensee accruing prior to the expiration or termination of this Agreement or the License granted Licensee hereunder shall survive the expiration or termination of the Agreement or License.

Licensee reserves the right to terminate the License immediately upon notice to District in the event:

- (a) District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement, which by its nature is susceptible to cure, within thirty (30) days after District's receipt of written notice of such breach. If District violates or fails to perform its obligations under any of the terms, conditions or provisions of this Agreement and fails to cure any such breach of this Agreement as such cure process described

above may apply, Licensee may pursue any and all legal and equitable remedies.

- (b) Licensee shall have (a) filed a voluntary petition in bankruptcy or made an assignment for the benefit of creditors; (b) consented to the appointment of a receiver or trustee of all or part of its property; or (c) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing.
- (c) The Licensed Property, Central Park North Fields or any portion(s) thereof become subject to any tax
- (d) The Board of Park Commissioners of the District is unable to, or abandons its plans to construct the Improvements.

Neither Party shall be liable for any consequential damages incurred by the other Party. Except for claims arising from District's willful and wanton conduct, in no event shall District's aggregate liability, if any, exceed the sum total of the License Fee paid during the six month period immediately preceding the accrual of such liability.

**20. No Implied Waiver of District's Rights.** No waiver of any rights which District has in the event of any default or breach by Licensee under this Agreement shall be implied from District's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

**21. Notices.** Notices shall be deemed properly given on the date received if given in writing and either (a) hand delivered; or (b) sent by facsimile transmission before 5:00 pm; or (c) sent by email before 5:00pm; or (d) sent by registered or certified mail, return receipt requested, and such notice is hand delivered or sent to the Parties at their respective addresses provided below, or as either Party may otherwise direct in writing to the other Party from time to time. Notices sent only by mail shall be deemed delivered the second business day after deposit in the mail. Notices sent by fax or email after 5:00pm shall be deemed delivered on the first day after transmission.

If to Licensee:

Sarah Dames  
Executive Director  
Eclipse Select Soccer Club  
3400 W Stonegate Blvd.  
Arlington Heights, Illinois 60004  
Tel: (847) 309-1684

E-Mail: [sarah.dames@eclipseselect.org](mailto:sarah.dames@eclipseselect.org)

If to District:

Dr. Laure Kosey  
Executive Director  
Oak Brook Park District  
1450 Forest Gate Road  
Oak Brook, IL 60523  
(630) 990-4233

E-Mail: [lkosey@obparks.org](mailto:lkosey@obparks.org)

With a copy to:  
[sadams@robbins-schwartz.com](mailto:sadams@robbins-schwartz.com)

**22. Contingencies** The duties of the Parties shall be contingent upon issuance of all

required zoning and construction permits to construct the improvements as set forth in the Site Plan attached as **Exhibit A**.

**23. Miscellaneous.**

- (a) This instrument contains the entire Agreement between the Parties with respect to Licensee's use of the Licensed Property and cannot be modified except by a written notice dated subsequent to the date hereof and signed by both Parties.
- (b) This Agreement is intended solely for the benefit of the Parties, and is not intended, and should not be construed, as creating any rights in favor of, or any duties or obligations to, any third party.
- (c) Nothing contained in or implied from any provision of this Agreement, including but not limited to Paragraphs 16 and 17, is intended to constitute or shall constitute a waiver of the rights, defenses and immunities provided or available to District under applicable Illinois law, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- (d) Licensee shall pay all of District's costs, charges and expenses, including the Legal Expenses incurred by District in enforcing Licensee's obligations under this Agreement, or which are incurred by District in any litigation, negotiation or transaction, in which Licensee causes District, without District's fault, to become involved or concerned.
- (e) District shall pay all of Licensee's costs, charges and expenses, including the Legal Expenses incurred by Licensee in enforcing District's obligations under this Agreement, or which are incurred by Licensee in any litigation, negotiation or transaction, in which District causes Licensee, without Licensee's fault, to become involved or concerned.
- (f) No receipt of money by District from Licensee, after the termination of this Agreement or License, or after the services of any notice, or after the commencement of any suit, shall renew, reinstate, continue or extend the term of this Agreement or the License granted hereunder or affect any such termination notice or suit.
- (g) Headings of sections in this Agreement are for convenience of reference only and do not limit or affect the construction or interpretation of the provisions of this Agreement.
- (h) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Any suit or action arising under this Lease shall be commenced in the Circuit Court of DuPage County, Illinois.
- (i) If any clause, phrase, provision or portion of this Agreement or the application thereof

to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion thereof to other persons or circumstances.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the year and date first written above.

**DISTRICT:**

**OAK BROOK PARK DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**LICENSEE:**

**ECLIPSE SELECT SOCCER CLUB**

By: \_\_\_\_\_

Its: \_\_\_\_\_





**Exhibit B**  
MASTER USE SCHEDULE

- i. Turf Field Schedule – **Spring Season**
- Beginning March 16, 2026, March 15, 2027, March 20, 2028, March 19, 2029, and March 18, 2030, and ending the second Sunday of June 2026, 2027, 2028, 2029, and 2030
  - Mondays: 7:15pm-8:45pm
  - Tuesdays: 4:45pm-7:15pm
  - Wednesdays: 7:15pm-9:30pm
  - Thursdays: 4:00pm-7:15pm
  - Saturdays: 8am-2pm
  - Sundays: 2pm-8pm
- ii. Grass Field 10 (11v11) and Field 11 (7v7) – **Spring Season**
- Beginning April 6, 2026, April 5, 2027, April 3, 2028, April 2, 2029, and April 1, 2030, and ending the second Sunday of June 2026, 2027, 2028, 2029, 2030
  - Mondays: 5pm-8pm
  - Tuesdays: 5-8pm
  - Wednesdays: 5-8pm
  - Thursdays: 5-8pm
  - Saturdays: 9am-5pm
  - Sundays: 9am-5pm
- iii. Turf Field Schedule – **Fall Season**
- Beginning August 18, 2025, August 24, 2026, August 23, 2027, August 21, 2028, and August 20, 2029, and ending the second Sunday of November 2025, 2026, 2027, 2028, and 2029
  - Mondays: 7:15pm-8:45pm
  - Tuesdays: 4:45pm-7:15pm
  - Wednesdays: 7:15pm-9:30pm
  - Thursdays: 4:45pm-7:15pm
  - Saturdays: 8am-2pm
  - Sundays: 2pm-8pm
- iv. Grass Field 10 (11v11) and Field 11 (7v7) – **Fall Season**
- Beginning August 18, 2025, August 24, 2026, August 23, 2027, August 21, 2028, and August 20, 2029, and ending the second Sunday of November 2025, 2026, 2027, 2028, and 2029
  - Mondays: 5pm-8pm
  - Tuesdays: 5-8pm
  - Wednesdays: 5-8pm
  - Thursdays: 5-8pm
  - Saturdays: 9am-5pm
  - Sundays: 9am-5pm

- v. Turf Field Schedule – Late Fall Season
  - Second Tuesday of November through the 3<sup>rd</sup> Thursday of December
  - Tuesdays, Wednesdays, and Thursdays from 5-9:30pm
  
- vi. Turf Field Schedule – Early Spring Season
  - First Tuesday of February through the 2<sup>nd</sup> Thursday of March
  - Tuesdays, Wednesdays, and Thursdays from 5-9:30pm
  
- vii. Holiday hours must be approved and posted in advance. Seasonal hours will be required as directed by the Park District.
  - i. Licensee agrees that it will cooperate with the District and yield scheduled Field use time when the District requires a Field(s) for special programming purposes. In such event, the Park District shall provide Licensee with reasonable advance notice of the required dates and times for its control and use of the Field(s) for said special events. The Parties shall work together to make usage of alternate fields available to Licensee at no extra charge to Licensee.
  
  - b) Any requested time outside of the fields, dates, and times listed in the above MASTER USE SCHEDULE, Licensee will be charged on a separate field rental permit using the following fee structure:
    - i. \$50/hour – Full Turf Field
    - ii. \$27.50/hour – Half Turf Field
    - iii. \$25/hour – Natural Grass Field
    - iv. \$35/hour – Light use
  
  - c) If the Park District, in its sole discretion, finds it necessary or desirable to close any or all portions of the Central Park North Fields or the Improvements, the Park District shall not be liable to the Licensee for lost revenues or otherwise. Licensee shall have access to the Fields and Improvements only at such time as agreed to and authorized by the Park District

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**

Licensee shall obtain insurance of the types and in the amounts listed below.

**A. Commercial General and Umbrella Liability Insurance**

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

District, and its park commissioners, officers, employees, agents, and volunteers (collectively the "Additional Insureds") shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District. Any insurance or self-insurance maintained by the District shall be excess of Licensee's insurance and shall not contribute with it.

**B. Business Auto and Umbrella Liability Insurance**

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

**C. General Insurance Provisions**

**1. Evidence of Insurance**

Prior to using the Licensed Property, Licensee shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested. If the certificate does not provide for 30 days' written notice to District prior to cancellation or material change of any insurance referred to in the certificate, Licensee shall furnish such written notice to District by certified mail, return receipt requested, not less than thirty (30) days prior to cancellation or material change.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Licensee from occupying the Licensed Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this Agreement at District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of District's written request for said copies.

## **2. Acceptability of Insurers**

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

## **3. Cross-Liability Coverage**

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

## **4. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to the District. At the option of the District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the District, its park commissioners, officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.



# Oak Brook Park District


## BOARD MEETING

### AGENDA ITEM –HISTORY/COMMENTARY

**ITEM TITLE: TENNIS CENTER MEMBERSHIP PRICING**

**AGENDA NO.: 8 C**

**MEETING DATE: JULY 21, 2025**

**STAFF REVIEW:** Superintendent of Enterprise Operations, Alin Pop: 

**RECOMMENDED FOR BOARD ACTION:** Executive Director, Laure Kosey: 

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

Tennis Center staff reviewed current membership rates, as well as rates offered by nearby competitors. Following the review, staff recommend raising most membership categories. The Tennis Center has not increased membership rates since 2022.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

In the Tennis Center business plan, the preferred membership approach is smaller, more frequent incremental increases as opposed to larger increases less frequently.

Current and proposed rates, along with competitor analysis can be found in the chart below.

	Current	Proposed	Hinsdale RC	Courts Plus	Score	5 Seasons/ Lifetime	Midtown
Adult	\$26 / \$33	\$27 / \$36	\$75	\$57	\$45	\$279	\$153
Adult +1	\$38 / \$48	\$40 / \$52	\$97	\$96	\$80	\$389	\$246
Junior	\$11 / \$18	\$12 / \$20	\$25	\$34	\$22	N/A	N/A
60+	\$20 / \$24	\$20 / \$26	N/A	\$45	N/A	N/A	N/A
60+ +1	\$30 / \$37	\$30 / \$40	N/A	\$83	N/A	N/A	N/A
Family	\$47 / \$60	\$48 / \$64	\$125	N/A	N/A	\$519	\$307

The new rates would go into effect October 1st, 2025. The rate increase would only affect the Tennis Center memberships; the Campus and Family Recreation Membership pricing would remain the same.

**ACTION PROPOSED:**

For Review and Discussion Only





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: CENTRAL PARK WEST RENTAL RATES**

**AGENDA NO.:** 8 D

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:** Director of Recreation and Communication, Robert Pechous:

Handwritten signature of Robert Pechous.

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

Handwritten signature of Laure Kosey.

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

While researching the possibility of raising fees at Central Park West to increase revenue, staff compiled a list of fees for similar rental properties in the area. Staff benchmarked fees with five area facilities, and the following page provides the results of that benchmarking.

The proposed fee increase for Out of District is over 5% therefore, board approval is needed.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

In-District rates would remain the same:

150hr (peak times) and 100/hr (non-peak times)

Out of District rates would increase from:

187.50/hr to 225/hr (peak times) = 20% increase

150/hr to 175/hr (non-peak times) = 16.7% increase

**ACTION PROPOSED:**

For Review and Discussion Only

**Central Park West --- Benchmarking--- June 2025**

Venue	Capacity	Rate/hour	Fee Structure	Target Market	Peak/ Off Peak Rates?
<b>The Community House Kettering Hall, Hinsdale</b>	Main room: 220 Space inside facility	<b>Weekend Range:</b> Fri/Sat: \$225/hr Sun: \$205/hr Non-for-profit discnt 15% (exc Saturdays)	Multiple package options Minimum duration: 4 hrs	General Community Weddings, fundraisers, addtl. private events "Our House" "Casual or formal"	No, there is also not an outdoor component to the rental space
<b>The Lodge at Katherine Legge Memorial Park, Hinsdale</b>	First Floor: 150 Full Lodge: 250 Facility	<b>Weekend Range:</b> 1st floor only (Sun): \$162.50/hr - \$350/hr for entire lodge \$250 each addtl. Hour Cleaning Fee \$100	Multiple options Fee package min: 8 hrs Rental duration includes setup and take-down time	Weddings, banquets, corporate, showers, anniversaries, addtl events Historic venue "charming and unique"	"Please contact the Lodge staff to discuss your event details further to determine if a discount may apply. "
<b>Lake Katherine Nature Center &amp; Botanical Gardens, Palos Heights</b>	Clubhouse: 100 Facility	<b>Weekend Range:</b> Fri & Sun: \$125-175/hr Sat: \$150-175/hr HOL: \$275/hr	Multiple package options Minimum duration: 3 hrs Discnt w/seasonal variation 1 hr pre&post rental included at no addtl cost	Weddings, bridal showers, anniversaries, outdoor ceremonies, addtl private events "picturesque"	Yes, Peak Season is Mar 1- Oct 31 Off Peak is Nov 1-Feb 29
<b>Lake Ellyn Boathouse, Glen Ellyn</b>	120 guests	Sun: \$200/hr Res \$250/hr NR Friday and Sunday: \$275/Res \$325/NR	Per hour. 2 hr min. Terrace can be added on as well.	Waterfront, vintage rustic facility with available deck space	No, but there are additional seasonal rental spaces available
<b>Park Place, Westmont</b>	70 guests	Res, Off-Peak: \$160/hr Res, Peak: \$200/hr NR, Off-Peak:\$120/hr NR, Peak: \$200/hour	Fees per hour based on season and residency. Minimum 2 hours	Modern space in the park, with outdoor patio space	Yes, Peak Season is Memorial Day-November Off Peak is Decemember-may
<b>Central Park West Oak Brook Park District</b>	80 guests	Resident : \$100-150/hour Non-Resident: \$150-187.50	Minimum rental time: 4 hrs extra fees for extra time (\$125/res, \$200/NR)		Peak Season: May 1-October 31 Off-Peak Season: November 1-April 30
<b>Proposed Changes</b>	80 guests	Resident : -\$100-150/hour Non-Resident: \$175-225/hour	<i>Fridays, keep four hour block, Saturdays and Sundays, offer four hour and eight hour rental blocks. Fridays are 5-9pm, Saturdays and Sundays 12-4, 4-8p or 12-8pm</i>		<i>Keep Peak and Off-Peak rates</i>
				<b>Peak</b>	<b>Off-Peak</b>
			<b>In-District</b>	\$600(4-hour \$150/hr) \$1200(8-hour \$150/hr)	\$400(4-hour \$100/hr) \$800(8-hour \$100/hr)
			<b>Out-District</b>	\$900(4-hour \$225/hr) \$1800(8-hour \$225/hr)	\$700(4-hour \$175/hr) \$1400(8-hour \$175/hr)





## Oak Brook Park District

### BOARD MEETING

#### AGENDA ITEM – HISTORY/COMMENTARY

**ITEM TITLE: SECTION 6 – ADMINISTRATIVE POLICIES AND PROCEDURES MANUAL, PART I**

**AGENDA NO.:** 8 E

**MEETING DATE:** JULY 21, 2025

**STAFF REVIEW:** Director of Recreation and Communications, Robert Pechous:

**RECOMMENDED FOR BOARD ACTION:**

Executive Director, Laure Kosey:

**ITEM HISTORY (PREVIOUS PARK DISTRICT BOARD REVIEWS, ACTIONS RELATED TO THIS ITEM, COMMITTEE ACTION, OTHER PERTINENT HISTORY):**

The Board of Commissioners last approved the Administrative Policies and Procedures Manual on April 19, 2021.

**ITEM COMMENTARY (BACKGROUND, DISCUSSION, KEY POINTS, RECOMMENDATIONS):**

The Manual will be presented to the Board in sections. The revisions include clarification of existing policies.

**ACTION PROPOSED:**

For Review and Discussion Only



Oak Brook Park District  
Administrative Policies and Procedures

## 6.1 Definitions for the Use of and Membership in Park District Facilities and Recreation Programs

The following definitions are hereby approved by the Board for use in implementing the Fee Schedule:

- A. The terms ~~“Corporate Resident in-district for memberships, daily fees, and programming”~~ as used in the Fee Schedule shall mean any individual with a business address located within the jurisdictional taxing boundaries of the Oak Brook Park District. A letter on corporate letterhead verifying current employment is required.
- B. The term “Family” as used in the Fee Schedule shall mean three (3) or more individuals related by blood, marriage, or adoption, who are domiciled in the same dwelling unit. “Family” shall include parents plus one (1) or more dependent children seventeen (17) years of age or younger, or parents plus one (1) or more children twenty-one (21) years of age or younger if such a child is currently registered as a student and has a valid student ID.
- C. The term ~~“Non-Resident out of district”~~ as used in the Fee Schedule shall mean any individual whose primary residence is not a dwelling unit located within the jurisdictional taxing boundaries of the Oak Brook Park District.
- D. The term ~~“Resident in-district-”~~ as used in the Fee Schedule shall mean any individual whose primary residence is a dwelling unit located within the jurisdictional taxing boundaries of the Oak Brook Park District. The term ~~“Resident in-district”~~ shall also mean any full-time employee of the Village of Oak Brook or of Community School District 53.
- E. The term “Adult” as used in the Fee Schedule shall mean any individual eighteen (18) years of age or older.
- F. The term “Adult Plus One” as used in the Fee Schedule shall mean two (2) members of the same household (Siblings Excluded).
- G. The term “Junior” as used in the Fee Schedule shall mean any individual seventeen (17) years of age or younger, or any individual twenty-one (21) years of age or younger with valid student ID.
- H. The term ~~“5560+”~~ as used in the Fee Schedule shall mean any individual ~~fifty-fivesixty~~ (5560) years of age or older, with valid proof of age.
- I. The term ~~“5560+ Plus One”~~ as used in the Fee Schedule shall mean two (2) members of the same household, both of whom are ~~fifty-fivesixty~~ (5560) years of age or older, with valid proof of age.



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- j. The Term “~~Resident-in-district~~ Community Organizations” shall mean any non-profit 501c3 groups, civic organizations and governmental units whose place of business or operations is within the Oak Brook Park District jurisdictional taxing boundaries.
- k. The term “~~Nonresident~~ Community Organizations” shall mean any non-profit 501c3 groups, civic organizations and governmental units whose place of business or operations is outside the Oak Brook Park District jurisdictional taxing boundaries.
- l. The term “Business/For Profit Organizations” shall mean a legally recognized, company, enterprise or firm designed to provide goods and/or services to consumers and whose primary purpose is to realize a monetary gain or return for the owners or shareholders thereof.
- m. The term “Non-Profit Groups or Organizations” shall mean a tax exempt charitable, educational or service organization whose purpose is to raise and use funds to serve the public good and not to realize a monetary gain or return for the owners and shareholders thereof.”

Revisions approved by Board of Commissioners: November 14, 2016  
Approved by Board of Commissioners May 9, 2011 - Resolution 11-0509  
Approved by Board of Commissioners: June 15, 2015



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### 6.3 Membership Rates for Employees of the Village of Oak Brook

The Board of Park Commissioners of the Oak Brook Park District recognizes the value of maintaining healthy work environments, and in providing physical fitness opportunities to employees, knowing that physical fitness will improve and individual's ability to perform job functions, reduce stress, and be better prepared physically and psychologically; and

~~The District and the Village of Oak Brook provide insurance to their employees through the same risk pool, and recognize the insurance costs savings in maintaining healthy lifestyles for employees of the District and the Village of Oak Brook.~~

The Board of Park Commissioners has approved a special membership category for the employees of the Village of Oak Brook, for the use of and membership in the facilities of the District, and in particular for the use of and membership ~~at Fit Central in the Fitness Center, the Family Aquatic Center~~ Swim Central, and the Tennis Center.

Employees of the Village of Oak Brook are eligible for the following membership rate:

- A) Waiver of Enrollment Fee and Corporate ~~Resident-in-district~~ Rate:  
Effective April 12, 2010, all personnel employed by the Village of Oak Brook shall be eligible for the special Corporate Membership Rate and the initial enrollment fee shall be waived.
- B) Membership Fees:  
Employees of the Village of Oak Brook may enroll for membership in their choice of District facilities based on the current membership fee schedule for Corporate ~~Residents in-district~~, as posted on the District's website ([www.obparks.org](http://www.obparks.org)) or published in the District's brochure at the time of enrollment. All standard registration policies apply. Membership fees may be increased as determined by the Board.
- C) Membership Enrollment Requirements:  
Employees of the Village of Oak Brook are required to show a valid state I.D. and submit a letter from Village of Oak Brook's Human Resources Department, bearing the Village of Oak Brook's letterhead and verifying employment at the time of the initial membership application, which form shall be made available by the District during enrollment. On an annual basis, on the anniversary date of the initial membership enrollment, the Employee of the Village of Oak Brook is required to submit a letter from the Village of Oak Brook's Human Resources Department verifying current employment.

Approved by Board of Commissioners April 12, 2010 (Resolution 10-0415)

Approved by the Board of Commissioners: April 19, 2021



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Policy: 6.3

Approved by Board of Commissioners: June 15, 2015



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## 6.4 Membership Rates for Non-Oak Brook Public Safety Personnel

The Board of Park Commissioners (the “Board”) of the Oak Brook Park District (the “District”) has heretofore approved a membership fee schedule for Public Safety Personnel for the use of and membership in the facilities of the Oak Brook Park District, and in particular for the use of and membership ~~in the Fitness Center at Fit Central~~, the ~~Family Aquatic Center~~ Swim Central, and the Tennis Center.

The Board recognizes the dangers all Public Safety Personnel encounter daily and wishes to continue providing physical fitness opportunities for Public Safety Personnel in surrounding communities; knowing that physical fitness will improve Public Safety Personnel’s ability to perform job functions, reduce stress, and be better prepared physically and psychologically for their important roles in our communities “to protect and to serve.”

The Board of Park Commissioners of the Oak Brook Park District, has approved membership rates for Non-Oak Brook Public Safety Personnel as follows:

**Section 1.** The following definition is approved by the Board for identifying persons qualified to be treated as “Public Safety Personnel”:

The term “Public Safety Personnel” shall mean any individual employed by a public safety agency to provide safety and protection to the public, commonly referred to as the “core of public safety” and shall include the job descriptions of the various ranks of the agency for police officer, sheriff, fire fighter, emergency medical technician, and “911” dispatcher.

**Section 2.** The following employment categories, fees, and enrollment requirements are hereby approved by the Board for Public Safety Personnel Membership Employed by Agencies Outside of the Village of Oak Brook (“Oak Brook”):

- A) Waiver of Enrollment Fee and Corporate ~~Resident-in-district~~ Rate:  
Effective April 12, 2010, all Public Safety Personnel employed by agencies outside of the boundaries of Oak Brook, including Illinois State Police and Sheriff’s officers, shall have the enrollment fee waived and shall be eligible for the Corporate ~~Resident~~-Membership Rate. The District shall continue to renew existing memberships based on the membership category effective at the time the membership was commenced, for any Public Safety Personnel employed by agencies outside of Oak Brook, whose membership was purchased prior to April 12, 2010.
- B) Membership Fees:  
Public Safety Personnel may enroll for membership in their choice of District facilities based on the current membership fee schedule for Corporate ~~Residents~~ memberships, as posted on the District’s website ([www.obparks.org](http://www.obparks.org)) or published in the District’s brochure at the



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time of enrollment. All standard registration policies apply. Membership fees may be increased as determined by the Board.

C) Membership Enrollment Requirements for Public Safety Personnel:

Public Safety Personnel are required to show a valid state I.D. and submit a letter from their employer's Human Resources Department, bearing the agency's letterhead and verifying employment at the time of the initial membership application, which form shall be made available by the District during enrollment. On an annual basis, on the anniversary date of the initial membership enrollment, Public Safety Personnel are required to submit a letter from the agency's Human Resources Department verifying current employment.

Approved by Board of Commissioners: April 12, 2010 (Resolution 10-0414)  
Approved by Board of Commissioners: June 15, 2015

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Approved by the Board of Commissioners: April 19, 2021



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## 6.5 ~~Non-Resident~~Out of District Use of the Recreation Center

The Recreation Center was constructed and established by the Oak Brook Park District (the "District") primarily for the use and enjoyment of ~~its residents~~in-district individuals, meaning those residing within the jurisdictional taxing boundaries of the park district; and

The Board of Park Commissioners of the Oak Brook Park District (the "Board") also recognizes the benefits of permitting and encouraging the use of the Recreation Center by ~~nonresidents~~out of district individuals, meaning those residing outside the jurisdictional taxing boundaries of the park district, to defray some of its operations and maintenance costs.

It is within the sound discretion of the Board to determine, from time to time, that certain restrictions on ~~nonresidential~~out of district use may be necessary in order to maximize the ability of ~~District residents~~in-district individuals to use the Recreation Center, and the Board deems it to be necessary and desirable to establish a policy concerning such restrictions.

1.) It shall be the policy of the Board that limitations or restrictions on use, or times and days of use of the Recreation Center by ~~nonresidents~~out of district individuals may be established, or the required fees for such ~~nonresidents~~out of district individuals may be increased for certain programs or activities, in the discretion of the Board, in order to assure maximum use and enjoyment by ~~District residents~~in-district individuals, for reasons including but not limited to the following:

- a. Scheduling conflicts;
- b. Overcrowding of facilities or programs resulting in unreasonable waiting time or unavailability of equipment or facilities;
- c. Unavailability of supervisory staff.

Any limitations and restrictions established shall be consistent with the District's policy and practice of nondiscrimination and equal opportunity for membership and use of its facilities regardless of race, creed, color, national origin, religion, sex, sexual orientation, ancestry, age, marital status, civil union or family status, physical or mental handicap, pregnancy, or unfavorable discharge from military service.

2.) Limitations and restrictions established pursuant to paragraph 1 of this Resolution shall be included in the publications and brochures circulated by the District, and shall be posted in appropriate locations at the Recreation Center.





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Policy: 6.5

Approved by Board of Commissioners December 8, 1997 (Resolution 97-1209)

Approved by Board of Commissioners: June 15, 2015

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Approved by the Board of Commissioners: April 19, 2021



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## Section 6.6 Soccer Goal Safety and Education Policy

### I. Introduction and Identification of Act

This Soccer Goal Safety and Education Policy (“Policy”) is adopted pursuant to the Illinois Movable Soccer Goal Safety Act, also known as Zach’s Law, 430 ILCS 145/1, *et seq* (the “Act”). The Act requires the **OAK BROOK PARK DISTRICT** to create a Policy to outline how it will specifically address the safety issues associated with movable soccer goals.

### II. Definitions

The following words shall have the following meanings when used in this Policy.

“Act” means the Illinois Movable Soccer Goal Safety Act, also known as Zach’s Law, 430 ILCS 145.1m *et seq*.

“Authorized Personnel” means Permitted Users and all District employees who have responsibility for or contact with Movable Soccer Goals.

“Board” means the Board of Commissioners of the District.

“District” means **OAK BROOK PARK DISTRICT**

“Movable Soccer Goal(s)” means a freestanding structure consisting of at least 2 upright posts, a crossbar, and support bars that is designed: (1) to be used for the purposes of a soccer goal; (2) to be used without any other form of support or restraint other than pegs, stakes, augers, counter-weights, or other types of temporary anchoring devices; and (3) to be able to be moved to different locations.

“Organization” means any unit of local government other than the District, and any school district, sporting club, soccer organization, religious organization, business, or other similar organization.

“Permitted User(s)” means an Organization and all of its employees, agents, coaches and volunteers, which use Property for Soccer-Related Activities.

“Policy” means this Soccer Goal Safety and Education Policy.

“Property” means real property owned or leased by the District where Movable Soccer Goals are used.

“Safety Guidelines” mean the Guidelines for Safely Securing Movable Soccer Goals attached to this Policy as Attachment 1.

“Soccer-Related Activity” means use of Movable Soccer Goals on Property, including without limitation, soccer games, scrimmages, practices and the like.

### III. Moving and Securing Movable Soccer Goals; Warning Labels

Prior to the commencement of the soccer season each year, the District will place and secure Movable



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Soccer Goals on its Property in accordance with the Safety Guidelines. Only the District shall be permitted to move any Movable Soccer Goal the District owns, installs, or places on its Property.

Thereafter, if a Movable Soccer Goal becomes unanchored or improperly secured, only Authorized Personnel shall be permitted to re-secure it in accordance with the Safety Guidelines.

A warning label such as the following shall be posted on all Movable Soccer Goals:

**ONLY AUTHORIZED PERSONAL MAY MOVE AND ANCHOR THIS GOAL. IF THIS GOAL IS NOT ANCHORED DOWN, DO NOT USE IT AND CONTACT ~~THE DIRECTOR OF PARKS AND PLANNING AND FACILITY SERVICES: 630-645-9531~~, the Oak Brook Park District at 630-990-4233 SERIOUS INJURY INCLUDING DEATH CAN OCCUR IF IT TIPS OVER.**

#### IV. Routine Inspections by District

The District shall routinely inspect all Movable Soccer Goals that the District has installed or placed onto its Property to verify that they are properly secured and document such inspection in writing.

#### V. Permitted User Inspections, Placement in Non-Use Position and Notice to Players

As a condition of the use of Property, before and after any Soccer-Related Activity, Permitted Users shall make a physical inspection of each Movable Soccer Goal to assure that the goal is secure in accordance with the Safety Guidelines. If any Movable Soccer Goal is not properly secured, the Permitted User shall secure the goal in accordance with the Safety Guidelines. If the Permitted User does not have the necessary equipment to secure the goal in accordance with the Safety Guidelines, the Permitted User shall place the goal in a non-use position by laying it forward onto its front bars and crossbar and shall immediately notify the District of the location of the goal.

As a condition of the use of Property and prior to the commencement of the soccer season each year, each Organization shall advise their players and the players' parents and guardians, that Movable Soccer Goals may not be moved and that any use of a Movable Soccer Goal that is inconsistent with Soccer-Related Activity is strictly prohibited, including without limitation, playing, climbing, or hanging on any part of the Movable Soccer Goal. According to the U.S. Consumer Product Safety Commission, these activities can result in serious injury, including death. A sample notice is attached hereto as Attachment 2.

#### VI. Use of District Property by Permitted Users

A copy of this Policy shall be provided to all Organizations using the Property for Soccer-Related Activity. Prior to using Property for Soccer-Related Activity, each Organization shall provide each of its Permitted



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Users with a copy of this Policy and shall require that each of its Permitted Users comply with all applicable provisions of this Policy.

### **VII. Removal**

At the conclusion of each soccer season, the District will either remove all Movable Soccer Goals that it has installed or otherwise placed on its Property and store such goals at a secure location or otherwise secure such goals on its Property by placing the goal frames face to face (front posts and crossbars facing toward each other) and securing them at each goalpost with a lock and chain; or locking and chaining the goals to a suitable fixed structure such as a permanent fence; or locking unused portable goals in a secure storage room after each use; or fully disassembling the goals for season storage.

### **VIII. Acquisition of Tip-Resistant Movable Soccer Goals**

After the effective date of this Policy, the District will not purchase any Movable Soccer Goal unless it is tip resistant. A Movable Soccer Goal whose inside measurements are 6.5 to 8 feet high and 18 to 24 feet wide is not tip-resistant unless it conforms to the American Society for Testing and Materials (ASTM) standard F2673-08 for tip-resistant Movable Soccer Goals or is otherwise equipped with another design-feature approved by the U.S. Consumer Product Safety Commission. Notwithstanding the foregoing provisions, the District may continue to use its existing goals in a manner consistent with this Policy.

### **IX. Applicability**

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

This Policy shall not create any new liability or increase any existing liability of the District, or any of its officers, employees, or agents, which exists under any other law, including but not limited to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.* Nor shall this Policy alter, diminish, restrict, cancel, or waive any defense or immunity of the District or any of its officers, employees, or agents, which exists under any other law, including but not limited to the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

### **X. Availability of Policy**

All District employees who have responsibility for or contact with Movable Soccer Goals shall be advised of this Policy.

A copy of the Policy is available to all other employees and any member of the public by requesting a copy from: the ~~Recreation Manager—Athletics~~ Superintendent of Recreation, Oak Brook Park District. 1450 Forest Gate Road, Oak Brook IL, 60523. (630)990-4233



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Policy: 6.6

**XI. Amendments**

This Policy may be amended by the District at any time.

**XII. Effective Date**

This Policy becomes effective October 10, 2011.

Approved by Board of Commissioners: October 10, 2011

Approved by Board of Commissioners: June 15, 2015

Revised April 19, 2021



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## ATTACHMENT 1

*NOTE: The Guidelines for Movable Soccer Goal Safety published by the U.S. Consumer Product Safety Commission state that there are several different ways to properly secure a soccer goal and that the number and type of anchors to be used depend on a number of factors, such as soil type, soil moisture content, and total goal weight. The following guidelines are taken from the CPSC recommendations for Anchoring/Securing/Counterweighting goals. It is advisable to adapt Attachment 1 to the extent the recommendations are appropriate to a District's particular situation.*

### **GUIDELINES FOR SAFELY SECURING MOVABLE SOCCER GOALS**

According to the U.S. Consumer Product Safety Commission (CPSC), a properly anchored / counter-weighted movable soccer goal is much less likely to tip over. Accordingly, it is **IMPERATIVE** that **ALL** movable soccer goals are always anchored properly (e.g., see Figure 2 below) and that they are secured to the ground (preferably at the rear of the goal), making sure the anchors are flush with the ground and clearly visible.

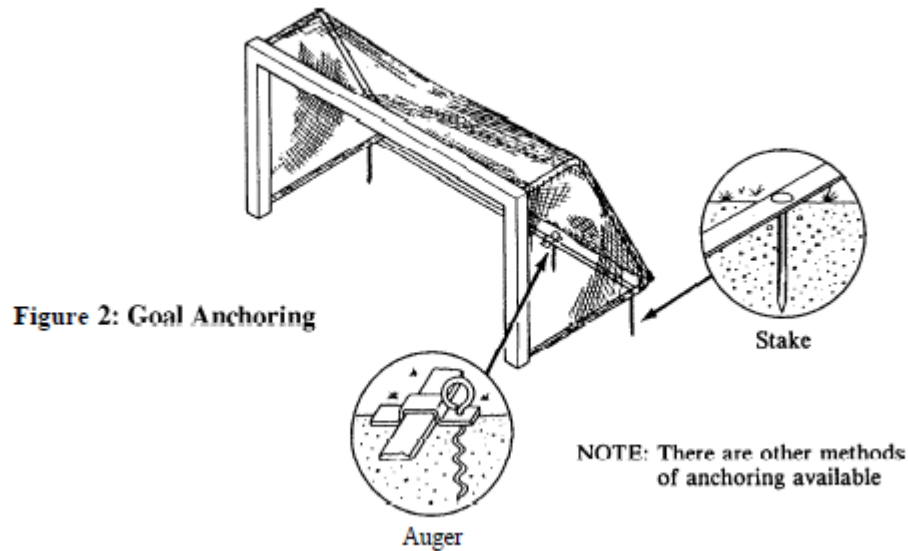
There are several different ways to secure a Movable Soccer Goal. The number and type of anchors to be used will depend on a number of factors, such as soil type, soil moisture content, and total goal weight. Each goal shall be secured in accordance with the appropriate anchoring system as set forth below.

In addition, warning labels required by the District's Soccer Goal Safety and Education Policy will be attached to each goal. Nets shall be secured to posts, crossbars, and backdrops with tape or Velcro straps at intervals of no less than one every four feet.

### **Illustrations and Recommendations according to the U.S. Consumer Product Safety Commission**



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**ATTACHMENT 1 - CONTINUED**

**Anchor Types**

**1. Auger style**

This style anchor is “helical” shaped and is screwed into the ground. A flange is positioned over the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. A minimum of two auger-style anchors (one on each side of the goal) are recommended. More may be required, depending on the manufacturer’s specifications, the weight of the goal, and soil conditions.

**Figure 3.1: Auger Style Anchor**



**2. Semi-permanent**

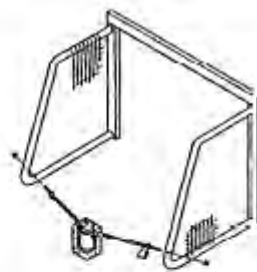
This anchor type is usually comprised of two or more functional components. The main support requires a permanently secured base that is buried underground. One type (3.2a) of semi-permanent anchor connects the underground base to the soccer goal by means of 2 tethers. Another design (3.2b) utilizes a buried anchor tube with a threaded opening at ground level. The goal is positioned over the buried tube and the



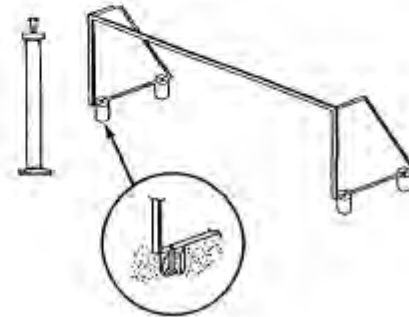
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bolt is passed through the goal ground shoes (bar) and rear ground shoe (bar) and screwed into the threaded hole of the buried tube.

**Figure 3.2a: Semipermanent Anchor**



**Figure 3.2b: Semipermanent Anchor**



### 3. Peg or Stake style (varying lengths) Anchor

Typically, two to four pegs or stakes are used per goal (more for heavier goals) (Figure 3.3). The normal length of a peg or stake is approximately 10 inches (250mm). Care should be taken when installing pegs or stakes. Pegs or stakes should be driven into the ground with a sledge-hammer as far as possible and at an angle, if possible, through available holes in the ground shoes (bar) and rear ground shoe (bar) to secure them to the ground. If the peg or stake is not flush with the ground, it should be clearly visible to persons playing near the soccer goal. Stakes with larger diameters or textured surfaces have greater holding capacity.





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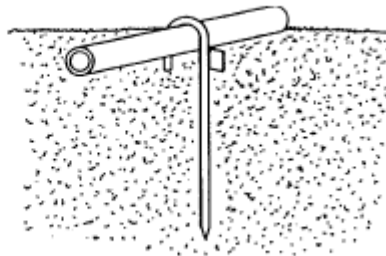
Figure 3.3: Peg or Stake Style Anchor



#### 4. J-Hook Shaped Stake style

This style is used when holes are not pre-drilled into the ground shoes (bars) or rear ground shoe (bar) of the goal. Similar to the peg or stake style, this anchor is hammered, at an angle, if possible, directly into the earth. The curved (top) position of this anchor fits over the goal member to secure it to the ground (Figure 3.4). Typically, two to four stakes of this type are recommended (per goal), depending on stake structure, manufacturers specifications, weight of goal, and soil conditions. Stakes with larger diameters or textured surfaces have greater holding capacity.

Figure 3.4: J-Hook Anchor

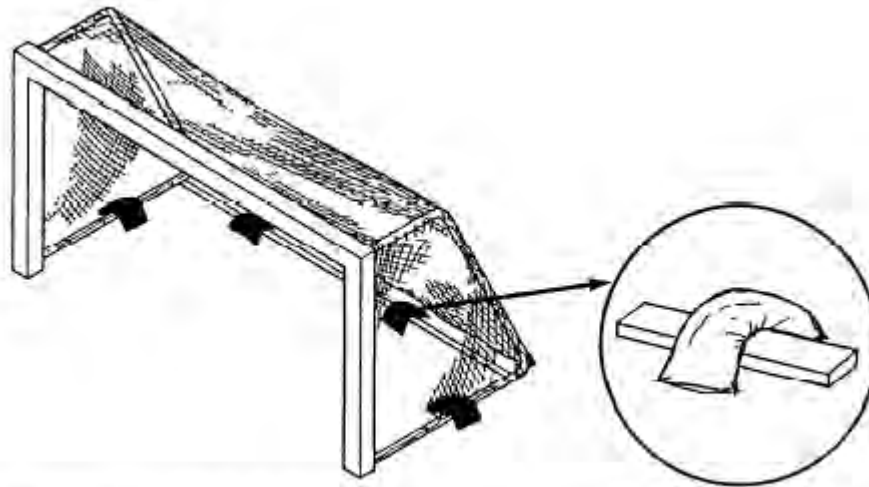


#### 5. Sandbags/Counterweights

Sandbags or other counterweights could be an effective alternative on hard surfaces, such as artificial turf, where the surface cannot be penetrated by a conventional anchor (i. e., an indoor practice facility) (Figure 3.5). The number of bags or weights needed will vary and must be adequate for the size and total weight of the goal being supported.



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**Figure 3.5: Sandbag Method of Anchoring**

(Rear) Ground Bar/Shoe



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### 6. Net Pegs

These tapered, metal stakes should be used to secure only the NET to the ground (Figure 3.6). Net pegs should NOT be used to anchor the movable soccer goal.

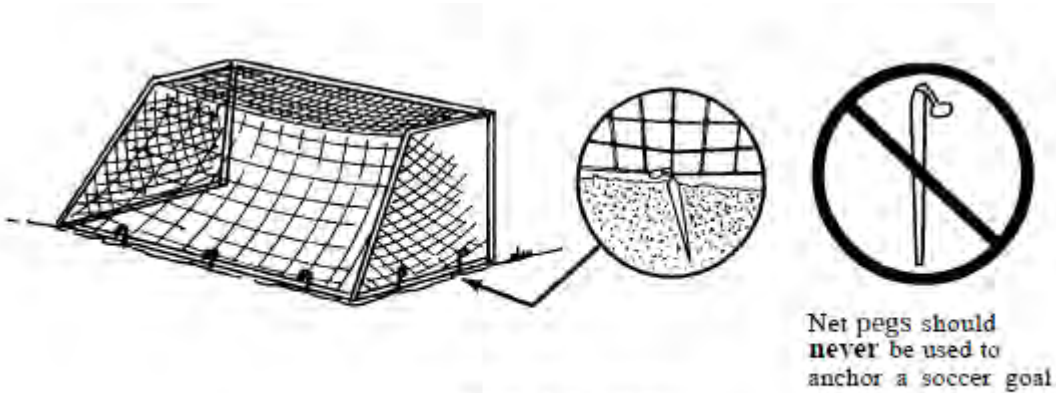


Figure 3.6: Net Pegs



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**ATTACHMENT 2**

**SAMPLE NOTICE**

**[INSERT DATE]**

**TO WHOM IT MAY CONCERN:** All parents and guardians of soccer players:

One of our primary objectives is that children have safe recreation areas. To that end, soccer goals should remain securely anchored to the ground and nets firmly attached to the goals.

In an effort to keep the goals and nets secure and children safe, you are required to advise your children/soccer players and any other person accompanying you for whom you are responsible that the following is strictly prohibited: moving any soccer goals and any use of a soccer goal that is inconsistent with soccer-related activity, including without limitation, playing, climbing, or hanging on any part of the soccer goal. This especially applies to children climbing on or hanging from nets or goal frames. According the U.S. Consumer Product Safety Commission, these activities can result in serious injury, including death.

If you observe any child inappropriately using a soccer goal or net, immediately and politely ask the child to stop. If the activity continues, please notify a coach or referee as soon as possible. Players violating this rule may be forced to sit out, at the coach's discretion.

Finally, if you see any soccer goal that is not anchored down or any net that is not firmly secured to the goal, please notify a coach or referee immediately.

Sincerely,

**[INSERT NAME]**



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Policy 6.7

Procedure for Policy 6.7

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**6.7 Procedures for Park Master Planning Processes**

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This procedure outlines the steps staff should take for master planning processes.

1. Reference plans and documentation

As leaders of the master planning process, staff will provide the Board of Commissioners, architects, contractors, consultants, and any other key individuals or groups with access to documentation and information including, but not limited to:

- Village of Oak Brook master plan
- Oak Brook Park District master ~~plan~~ vision
- Oak Brook Park District community wide needs assessment
- Oak Brook Park District strategic plan
- Any other pertinent information regarding Oak Brook as well as the surrounding communities

2. Participation

Community input is a vital component of the master planning process. A minimum of one (1) public meeting will be held. In addition to a public meeting(s), focus groups and surveys may be utilized to gain community input. Community input should come from a variety of areas and depending on the project may include other governmental agencies, community organizations, private businesses, as well as individual citizens, and park users.

3. Staff involvement is crucial to effective master planning. Focus groups within the agency should be comprised of key staff members with knowledge of district operations, needs, and history. Prior to bringing master planning ideas to the public, the Oak Brook Park District must develop goals and methods to achieve those goals. This is often accomplished with the use of outside consulting through a private firm or a university. Using professional services to assist with planning can be an effective method for collecting, organizing, and processing data.

4. Communication with the community and among staff must be clear and concise. When conducting planning meetings, visual aids such as electronic presentations, as well as,



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architectural renderings can be effective tools to communicate the message and plan for the district.

Continued.

Policy 6.7

Procedure for Policy 6.7

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Policy 6.7

Procedure for Policy 6.7

The following are guidelines which can help facilitate an efficient planning process:

- Confirm planning schedule with architect and consultants.
- Develop a web page to display progress and important information for the public.
- Develop a public relations checklist.
- Meet with staff and develop a unified message that can be communicated to the public.
- ~~Contact and confirm focus group participants.~~
- ~~Assign Park District Citizen Committee representatives to be part of the entire process.~~
- Assign a Board of Commissioners representative to be part of the entire process.
- Prepare maps of the site.
- Create sign-in sheets.
- Develop ~~flyers with the marketing team~~ marketing materials.
- Send meeting dates to all involved.
- Share information (slides, flyers, presentations, etc.) with Park District staff.
- Organize a walk-through of the site.
- Confirm planning process with all staff, architects, and consultants.

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## 6.8 Defense Against Park Land Encroachment Procedure

The Oak Brook Park District will act as a good neighbor to adjoining property owners while protecting public land against encroachment.

### Typical Examples of Park Land Encroachment:

- Expanding landscaping, gardens, planting areas on to the adjoining park land.
- Using adjoining park land as a dump for grass clippings, yard waste, and/or other debris.
- Parking a vehicle or other equipment on adjoining park land.
- Removing or planting vegetation on park land.

### The procedure for defense against encroachment is as follows:

- The Park District staff will visually inspect for potential encroachment issues during routine park visits.
- Staff will notify the ~~Director of Parks and Planning~~ Superintendent of Parks and Maintenance who will document and photograph the violation.
- The ~~Superintendent of Parks and Maintenance~~ Director of Parks and Planning will utilize plats of survey, G.I.S. maps, and site measurements to confirm the encroachment is on park land.
- On minor encroachment, the ~~Director of Parks and Planning~~ Superintendent of Parks and Maintenance will notify the encroaching property owner by mail and give a 60-day notice to remove the encroachment.
- After the 60-day notice has passed, the site will be inspected to confirm that the encroachment has been remediated.
- If the encroachment still exists after 60 days, legal counsel for the Oak Brook Park District will be contacted to determine the legal course of action to be taken in order to remedy the situation.
- All steps in this process will be documented.

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Approved: 2-6-17



Approved by the Board of Commissioners: April 19, 2021

**Board of Commissioners to Share Communications**

The next Regular Meeting of the Oak Brook Park District Board of Commissioners will be held on August 18, 2025, 6:30 p.m.

Adjournment